

STANDARD CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES (“STANDARD CONDITIONS”)

1. DEFINITION

1.1 In these Standard Conditions, the words are defined as follows:

- a) “ALPS” means ALPS PTE. LTD. (UEN: 201805065E).
- b) “ALPS Group” collectively means ALPS, its affiliates, and any such persons/companies that ALPS designates from time to time.
- c) “Company” means the relevant ALPS Group purchasing entity, and includes any officer or other person authorised by the Company to act on its behalf.
- d) “Company Personal Data” means any personal data, as defined in the PDPA, collected by the Vendor for the purposes of the Contract; or by the Company and/or its related corporations, their agents and representatives, and third party service providers, and disclosed to the Vendor for the purpose of the Contract.
- e) “Confidential Information” is defined in Clause 39.1.
- f) “Contract” means the contract between the Company and the Vendor for the supply of Products and/or Services, and shall include the Purchase Order(s) and these Standard Conditions.
- g) “Contract Price” means the price payable to the Vendor under Contract for the supply of the Products and/or Services.
- h) “Data Handler” is defined in Clause 43.1.
- i) “Data Indemnified Persons” is defined in Clause 43.2.
- j) “Force Majeure Event” means one of the following events: acts of God, acts of civil or military authority, fires, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons or floods. “*Force Majeure Event*” excludes, amongst other things, any strike, lockout or labour dispute, or slow, obstructive or disruptive work by Vendor’s employees or those of its agents or sub-contractors or suppliers, or any Pandemic, or any government tariffs or import quotas.
- k) “HSA” is defined in Clause 44.1.
- l) “Indemnitees” is defined in Clause 13.1.
- m) “Intellectual Property Rights” is defined in Clause 18.2.
- n) “IT Systems and Data” is defined in Clause 48.1(a)(i).
- o) “PDPA” means the Personal Data Protection Act (Act 26 of 2012 of Singapore), as may be amended and modified from time to time.
- p) “Plan” is defined in Clause 48.2(a)(ii).
- q) “Purchase Order” is defined in Clause 2.1.
- r) “Products” means all items which the Vendor is required to supply under the Contract, and shall include “Software”.
- s) “Services” means all services provided by Vendor under the Contract including all obligations, responsibilities and duties not expressly defined but which are necessary and customarily provided in connection with the Services. “Services” also include the provision of manpower, equipment, materials and any other necessary resources required to perform such services, unless stated otherwise.
- t) “SIAC” is defined in Clause 29.1.
- u) “SIAC Rules” is defined in Clause 29.1.
- v) “SingHealth” means SINGAPORE HEALTH SERVICES PTE LTD (UEN: 200002698Z).
- w) “SingHealth Group” collectively means SingHealth, its subsidiaries, and any such persons that SingHealth designates from time to time.
- x) “SMC” is defined in Clause 29.1.
- y) “Software” means the computer programmes, applications and/or codes that the Vendor is required to supply under the Contract, together with the legitimate license granted by the owners of the proprietary rights; and the media in which the programmes/applications/codes are stored in; with the accompanying documentation relating to the

- installation and usage of the software.
- z) "Updates" is defined in Clause 5.2.
 - aa) "Vendor" means the party who or which has undertaken to supply the Products, or to perform the Services.
 - bb) "Vendor Applicable Taxes" means all taxes, charges, fees, levies, duties and governmental fees or other like assessments or charges of any kind whatsoever (including those relating to income (net or gross), gains, profits, licence, excise, registration, employment, payroll, withholding, ad valorem, goods and services, transfer, stamp or transactions) whether of Singapore or elsewhere, in respect of or in connection with the provision of the Products and/or Services provided by the Vendor under the Contract.
 - cc) "Vendor Personnel" is defined in Clause 43.4.
- 1.2 Words importing the singular include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.

2. SUPPLY OF PRODUCTS AND SERVICES

- 2.1 The Company may, from time to time, give written orders ("**Purchase Orders**") to the Vendor for the purchase of such Products and/or such Services specified in such order, on the Standard Conditions. The provisions of the Standard Conditions apply to, and will be incorporated into, each Purchase Order.
- 2.2 The Vendor shall not reject any Purchase Order issued by the Company and must perform the supply of such Products and/or such Services specified therein in accordance with the terms of the Contract.
- 2.3 For the avoidance of doubt, nothing in the Contract creates any obligation on the Company to issue any Purchase Order or to procure for the provision of any Product or Service from the Vendor. The Vendor agrees that the Contract is not intended to create an exclusive relationship between the Company and the Vendor in respect of the supply of any Product or Service.
- 2.4 The Vendor shall at all times keep the Company fully informed of any development which would affect the production of the Products.
- 2.5 The Vendor shall comply with all applicable law, regulations and guidelines.

3. DELIVERY

- 3.1 Time of delivery is of the essence in this Contract.
- 3.2 If the Vendor fail to deliver the Products and / or Services by the delivery date(s) specified in this Contract, the Company shall have the right to obtain such Products and / or Services from other sources, and all such costs in obtaining such Products and / or Services from alternative sources including any increase in the cost of the Products and / or Services shall be borne by the Vendor.
- 3.3 Where installation and commissioning of the Products is required, the Company shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, the Products or any part thereof until the Products has been properly installed and, if required by the Company, duly installed and commissioned in accordance with **Clauses 6 and 7** respectively.
- In all other cases, the Company will not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, any part of the Products until after the Company or its appointed representative has actually inspected the Products and ascertained that they appear to comply with the requirements of the Purchase Order and the Contract and communicated the same to the Vendor. The Company may reject Products which are not in full compliance with the requirements under the Contract, and the Vendor shall at its own expense immediately take all necessary steps to ensure due compliance.
- 3.4 Where only a portion of the Products delivered by the Vendor in accordance with **Clause** Error! Reference source not found. complies with the requirements of the Contract, the Company shall be entitled to accept delivery in respect of such portion, and to reject the remainder, which shall not be deemed to have been delivered.
- 3.5 In the event that part or all of the Products are rejected by the Company, the Vendor shall, within 2 working days of notification of rejection from the Company, collect the same from the Company, failing which the Company may dispose of such rejected Products as it sees fit, PROVIDED that if the Company sells such rejected Products, the Company shall account to the Vendor for the net proceeds of such sale after deducting all reasonable expenses incurred in connection with the sale, subject to the right of the Company to set off any amounts owing by the Vendor to the Company.
- 3.6 The Vendor shall at all times at its own risk and expense comply with all legal and regulatory requirements and obtain all licences, consents and permits as may be necessary for the delivery of the Products to the Company from time to time, including all export and import licences and other official authorisation or other documents and shall carry out, where applicable, all customs formalities necessary for the export of the Products, for their transit through any country and for their import and delivery to the Company. For the purposes of this **Clause 3.6**, in the event of a change in the legal or regulatory

requirements referred to herein during the course of the supply of the Products under any Contract, the Vendor undertakes to take all necessary actions for complying with the same, at its own expense.

4. LIQUIDATED DAMAGES

- 4.1 If the Vendor fails to deliver the Products in accordance with the delivery schedule, or perform the Services as set out in the Contract, the Company reserves the right to exercise its discretion to require the Vendor to pay or to deduct from the Contract Price, as and for, liquidated damages (and not as a penalty), a sum to be calculated at the rate of one-half percent (1/2%) of the Contract Price, or any part or unit thereof as are subject to delay, for each day which may elapse between the date of delivery specified in the Contract, and the actual delivery date of up to a maximum of ten percent (10%) of the Contract Price or any part or unit thereof so delayed.
- 4.2 The Vendor acknowledges that the sum stipulated above constitutes a genuine pre-estimate by the Vendor and the Company of the potential loss that would be suffered by the Company.
- 4.3 The Vendor shall pay the liquidated damages imposed under **Clause 4.1** above to the Company not later than 30 days from the date of issuance of written notification by the Company to the Vendor informing the Vendor of the amount of liquidated damages payable.
- 4.4 The Company may deduct a sum equivalent to the liquidated damages payable and/or any payment due to the Company under **Clause 4** from any monies due or to become due to the Vendor, failing which the liquidated damages and/or such payments will be a debt due from Vendor to the Company.
- 4.5 The obligations of the Vendor under this clause will survive the expiry or termination of the Contract. The obligations of the Vendor under this clause applies regardless of whether Vendor has completed performing its obligations in the Contract.

5. QUALITY AND STANDARDS

- 5.1 The Products or Software supplied shall conform in all respects to the specifications as set out in the Contract. The Products supplied shall be in perfect condition and fit for their purpose. The Vendor hereby acknowledges that it knows the purposes the Products are intended for.
- 5.2 The Vendor shall provide Updates to the Software as and when available, at no additional cost to the Company. For the purpose of this clause, "**Updates**" means modifications or enhancements, including updates, fixes, changes or workarounds to the Software, or any part thereof, designed to improve the functionality, performance, accuracy and/or ease of use of the Software.
- 5.3 The Vendor shall ensure that the Products supplied comply with all mandatory legal and/or health and safety requirements if any.
- 5.4 The supply of samples of the Products by the Vendor to Company shall not in any way prejudice the requirements of **Clauses 5.1** and **5.3**, and shall not entitle the Vendor to derogate from, or relieve the Vendor in any way of, its obligations to ensure that Products supplied comply with all requirements, warranties and conditions in these Standard Conditions and the Contract.
- 5.5 In any event where the Vendor is not the manufacturer of the Products or Software, the Vendor shall ensure and procure compliance by the relevant manufacturer(s) with the relevant obligations in the Contract, including **Clauses 5.3, 13** and **46**.
- 5.6 The Services provided shall conform in all respects to the specifications as set out in the Contract. The Vendor hereby acknowledges that it knows the standards of the Services required and the purposes of the performance of the Services.
- 5.7 The Vendor shall ensure that the manpower, equipment, materials and any other necessary resources required to provide the Services, comply with all mandatory legal and/or safety requirements if any.
- In performing the Services, the Vendor shall exercise the level of skill, care, diligence and workmanship that would be expected of an experienced, skilled, competent and reputable contractor specializing in the provision of services comparable to the Services.
- 5.8 The Vendor shall also guarantee that the personnel assigned to perform the Services or any part thereof, are suitably qualified and have the requisite experience to undertake the Services to the standards required by the Company.
- 5.9 Without affecting its other remedies under law or in the Contract, if the Products, Services, Software or any portion thereof, does not comply with any of the warranties stated in the Contract, the Company may, at the Vendor's sole risk and expense, upon providing 3 days written notice to the Vendor:
- (a) reject or revoke acceptance of the Products, Software or any portion thereof and receive a full refund for all the Products or Software so rejected or withhold payments for such Products or Software if such payments have not been paid; on condition that rejection or revocation of only a portion of the Products or Software will not impact the remaining delivery of the Products or Software, to which the terms of the Contract will apply;

- (b) require the Vendor to repair or replace the Products or Software;
- (c) repair or replace the Products or Software, and recover from the Vendor all expenses reasonably incurred by the Company for such repair or replacement;
- (d) require Vendor to re-perform the Services;
- (e) perform the Services itself or hire a third party to perform such Services and recover from the Vendor all expenses reasonably incurred by the Company to complete performance; or
- (f) assert a right to compensation for breach of contract.

6. INSTALLATION

- 6.1 Where installation is required, the Vendor shall fully acquaint themselves with the structural, electrical, plumbing and other provisions pertinent to the Products to be supplied.
- 6.2 The Vendor shall guarantee on completion of the installation, the Products are free from any defects and are completely safe for operation.
- 6.3 The Vendor shall be responsible for and shall make good any damage to any building or any part thereof, inclusive of fixtures, fittings, furniture, and any other equipment caused by its employees or agents and shall leave the same in as good a state of repair as it was when the work commenced.

7. TESTING AND COMMISSIONING

- 7.1 Where testing and commissioning is required, the Vendor shall be suitably equipped with all necessary, calibrated test and measuring instruments and represented by competent staff who shall test and commission the Products in the presence and to the satisfaction of authorised personnel appointed by and representing Company.
- 7.2 The testing and commissioning shall include:
 - a) visual inspection of the Products for damage, corrosion, short supply, wrong supply etc.;
 - b) visual inspection of installations for soundness, safety and neatness; and
 - c) complete and thorough performance and safety checkouts in accordance with the manufacturer's guidelines for acceptance testing and commissioning of the Products so as to verify safe and satisfactory operation in conformance with the manufacturer's specifications for each item of the Products.

8. SPARE PARTS AND GUARANTEE PERIOD

- 8.1 Where applicable, the Vendor shall guarantee that spare parts and consumables for the Products supplied will be available for a period of at least five (5) years from date of commissioning of the Products. If these become unavailable as a result of product obsolescence, the Vendor shall undertake to provide economically viable alternatives.

9. ELECTRICAL OPERATING REQUIREMENTS

- 9.1 Unless otherwise stated, all electrically operable Products shall be directly operable from 230V (+ / -) 6%, 50 (+ / -) 2 Hz single phase AC supply.
- 9.2 All configurations of modules with mainframes, mobile carts or consoles, and displays or recorders, intended to be used as single systems at bedsides, central stations, on mobile carts or consoles as indicated in the specifications, shall be so interconnected that the complete system may be energized via a single 13A, 3 pin mains power plug.

10. POWER CORDS

- 10.1 All mains operated electrical Products shall be supplied complete with suitably insulated and sheathed three-core (two core for IEC Class II Products) hospital grade flexible power cords of voltage and current rating appropriate to the Products. For operating theatre use, Products shall be supplied with flexible power cords each of not less than 3m length, although the

exact length shall be negotiable later. The flexible power cord shall be fitted with a three-pin high impact, unbreakable nylon body electrical plug meeting BS 1363/A. The plug shall be of good quality consistent with hospital safety and shall be equivalent in quality to "Volex V. 1307W, "BICC 3583-07", or "MK Toughplug" 13A nylon plugs. The plug shall be wired in conformance with **Clause 6.5** of IEC 601-1.

11. ENVIRONMENT REQUIREMENTS

- 11.1 All Products shall be tropicalized and capable of continuous, trouble free operation in the ambient non-air-conditioned environment of Singapore.

12. INSPECTION OF PRODUCTS IF REQUIRED BY THE COMPANY

- 12.1 Where inspection of any of the Products, whether completed or in the course of production, is required by the Company, the Vendor shall give the Company free access to the Products or the production premises as and when required for that purpose and shall give reasonable facilities as may be required.

13. INDEMNITY

- 13.1 If in the course of the manufacture, delivery, acceptance, installation, commissioning, use or operation of the Products or any part or unit thereof, damage to property occurs or death or personal injury caused by faulty workmanship in the manufacture of the Products or any part or unit thereof or sub-standard materials used in the manufacture or defective design, the Vendor shall indemnify, defend and hold harmless the Company, its employees, personnel, contractors, directors, officers and its agents (collectively, the "**Indemnitees**") against any claim arising therefrom and all expenses incurred thereby.
- 13.2 If in the course of the provision of the Services by the Vendor, damage to property occurs or death or personal injury caused by the negligence, misconduct or default of the Vendor or its employees and personnel, the use of equipment and resource that do not meet the required quality and/or safety standards, the Vendor shall indemnify, defend and hold harmless the Indemnitees against any claim arising therefrom and all expenses incurred thereby.
- 13.3 The Vendor shall defend, indemnify and keep harmless the Indemnitees against all liabilities, costs, expenses, damages and losses (including but not limited to all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Indemnitees arising out of or in connection with:
- (a) the Vendor's or the Vendor Personnel's breach of the Contract (including without limitation **Clause 5**);
 - (b) the Vendor's or the Vendor Personnel's breach of applicable laws, regulations and guidelines (including without limitation the PDPA); or
 - (c) any claim made against the Indemnitees by a third party arising out of or in connection with the provision of the Services or supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Vendor or the Vendor Personnel.
- 13.4 The obligations of the Vendor under this clause will survive the expiry or termination of the Contract.

14. DOCUMENTATION

- 14.1 The Vendor shall supply two (2) original sets of complete technical documentation in English pertaining to the installation inclusive of precise, dimensioned drawings of all buildings, M&E work and detail operation and maintenance manual, spare parts list, equipment and spares catalogue etc.

15. INDEMNIFICATION OF THE COMPANY AGAINST CLAIMS BY THE VENDOR'S EMPLOYEES

- 15.1 In the event of any claims whatsoever against the Company (including for this purpose every officer and department thereof) at any time, by any workman or employee employed by the Vendor in and for the performance of the Contract, the Vendor shall indemnify the Company and its officers or department against such claim, and any costs, charges and expenses in respect thereof.

16. ADEQUACY OF DESIGN

- 16.1 Notwithstanding any approval (whether verbally or in writing) given by the Company to any of the Vendor's proposals, designs and technical specifications relating to the performance and construction of the Products and/or Services, and for compliance with the specifications, the Vendor shall utilise optimum and cost effective methods in the design and supply of the Products and/or Services.
- 16.2 In the event of any inadequacy in the design of the Products and/or Service, the Vendor shall, whenever it occurs, rectify immediately such inadequacy at the Vendor's own expense.

17. DESIGN RIGHTS

- 17.1 Where as a result of carrying out its obligations under the Contract in respect of work designed by the Vendor for which the Vendor is to be paid by the Company, the Vendor generates deliverables, proprietary technical data, know-how and information, these shall become the property of the Company as and when such is generated, and regardless of the state of completion.
- 17.2 The Vendor shall not use any such deliverables, technical data, know-how and information without the authorisation of the Company, even in the event of termination of the Contract pursuant to the Company's right to suspend or terminate the Contract.

18. REMEDIES FOR INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES

- 18.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trademarks used in respect of the Product, or any part or unit thereof supplied under this Contract, and/or supply of Service, shall be deemed to be included in the Contract Price.
- 18.2 "**Intellectual Property Rights**" includes but is not limited to any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, confidential information, trade secret, any application (whether pending, in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.
- 18.3 The Vendor warrants that the Product and/or Service or any part thereof does not infringe the Intellectual Property Rights of any person. In the event of the Company (including for this purpose, every staff of the Company thereof) being held liable for damages arising out of any claim at the time of account of patent rights and / or intellectual property rights which may be payable by virtue of the Company's acceptance, possession, purchase, use or distribution of the Products and/or Service or any part or unit thereof under this Contract, the Vendor shall indemnify the Company and its staff against all such claims and costs, charges and expenses in respect thereof.
- 18.4 Without prejudice to the Company's right to defend a claim alleging such infringement, the Vendor shall, if requested by the Company, but at the expense of the Vendor, defend such claim. The Vendor shall observe the Company's directions relating to the defence or negotiation for settlement of the claim.
- 18.5 The Company shall, if requested but at the Vendor's expense, provide the Vendor with reasonable assistance in conducting the defence of such claim.
- 18.6 In the event that any such infringement occur, the Vendor shall at his own expense:
- a) procure for the Company the right to continue accepting, possessing, purchasing, distributing or using the Products and/or Services; and/or
 - b) modify or amend the Products and/or Services or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Products and/or Services; and/or
 - c) replace the Products and/or Services or infringing part thereof by other Products and/or Services or part thereof of identical capability and performance.

PROVIDED ALWAYS that such actions as aforesaid shall not prejudice or affect any right of action or remedy of the Company against the Vendor.

- 18.7 In the event of any actions being contemplated or instituted for alleged infringement of patents, design, copyright or other statutory or common law rights, the Company reserves the right to cancel immediately the Contract for delivery of the Products or parts thereof yet to be supplied to the Company and/or return the Products or parts thereof already delivered or cancel the Service to be provided and the Vendor shall compensate the Company with the Contract Price already paid to the Vendor and the Company reserves its right to purchase the Products or parts thereof from other sources or obtain the Service from an alternative source without prejudice to all or any of the Company's rights as contained in the Contract.

19. UNAUTHORIZED CODE

- 19.1 The Vendor warrants that the Products and every part thereof are free of Unauthorized Code (as hereafter defined) at the time of delivery.
- 19.2 The Vendor shall conduct a complete and thorough check of each part of the Product(s) for Unauthorized Code.
- 19.3 If any part of the Product(s) is discovered to contain or be affected by any Unauthorized Code then:
- 19.3.1 the Company may reject the Products in whole and the Vendor shall, at its own expense, immediately remove the Products and provide replacements which are free of Unauthorized Code;
 - 19.3.2 in addition to **Clause 19.3.1** above, the Vendor shall indemnify the Company fully against all costs incurred by it in the course of or incidental to removing the Unauthorized Code and recovering any lost or damaged data, software and/or equipment; and
- 19.4 If, after testing and commissioning, the Product is discovered to contain or be affected by any Unauthorized Code and it is shown that the Unauthorized Code was introduced before the date of commissioning, it shall be conclusively deemed that such introduction was due to any default of the Vendor. In such event:
- 19.4.1 the Company may reject the Products in whole or parts thereof and the Vendor shall, at its own expense, immediately remove and recover all rejected parts of the Products and provide replacements which are free of Unauthorized Code;
 - 19.4.2 in addition to **Clause 19.4.1** above, the Vendor shall indemnify the Company fully against all costs incurred by it in the course of or incidental to removing the Unauthorized Code and recovering any lost or damage data or software; and
- 19.5 In this **Clause 19**, Unauthorized Code means any computer code that:
- 19.5.1 is intentionally designed to disrupt, disable, harm, interfere or otherwise impede in any manner, including without limitation aesthetic disruption, the operation of the any equipment, hardware, software, firmware, computer system or network.
 - 19.5.2 would disable or impair in any way the operation of any equipment, hardware, software, firmware, computer system or network based on the elapsing of a point of time, the advancement to a particular date or the occurrence of a specified event or events; or
 - 19.5.3 would permit the Vendor or any other person to access information of the Company and/or its affiliates for any purpose without the authorization of the Company.
 - 19.5.4 would damage or corrupt the data or integrity of data, storage media, other computer programs or computer systems or network or disrupt, disable, harm, interfere or otherwise impede in any manner communications between computers and computer systems.

20. FOUR-DIGIT YEAR PROCESSING

- 20.1 The Vendor warrants that the Products and all parts thereof provided to the Company shall support four-digit-year processing until the year 9999.

21. WARRANTY

- 21.1 The Vendor shall provide a minimum of a twenty-four (24) month warranty period, or such other period the Company may require, commencing from the date of delivery or successful completion of commissioning of the Products, or installation of Software, during which period the Vendor shall within three (3) days after notification replace with original parts and/or repair and rectify free of charge the Products, or any part(s) thereof (including accessories).
- 21.2 The warranty period shall be extended for the duration the Products are out of service during the warranty period which shall be computed from the date of notification by the Company to the Vendor that the Products are out of service.

22. TITLE OF PRODUCTS

- 22.1 Title to the Products shall pass from the Vendor to the Company, free from all encumbrances, upon delivery in accordance with **Clause 3**.

23. RISK

- 23.1 Risks of loss or damage shall not pass until the Company has received the Products in accordance with **Clause 3**, and acknowledged that they are in good order and condition.

24. PAYMENTS AND TAXES

- 24.1 The Company shall, within thirty (30) days of the delivery and acceptance of the Products or performance of the Services, pay the Contract Price upon the presentation by the Vendor of the correctly rendered undisputed commercial invoice(s), delivery note(s) and such other documents as may be required by the Company, **PROVIDED** that such payment shall not affect the right of the Company to reject any of the Products and/or Services, or the Vendor's responsibility to replace defective or damaged Products. The Vendor shall not invoice the Company for any amounts under the Contract later than 90 days after the delivery of the Products or Services.
- 24.2 Notwithstanding **Clause 24.1** above, full payment will not be made until the Products have been successfully installed and commissioned in accordance with **Clause 7** above.
- 24.3 The Contract Price is deemed to include all Vendor Applicable Taxes and will constitute all the consideration payable by the Company for the relevant Products and/or Services supplied to the Company under the Contract. No further sums, fees, payments, royalties, compensation or other charges (including Vendor Applicable Taxes) shall be payable by the Company to the Vendor in respect thereof.
- 24.4 Unless expressed by the Company otherwise, all Vendor Applicable Taxes will be the sole responsibility of the Vendor, and the Vendor will either:
- 24.4.1 pay such Vendor Applicable Taxes directly, if such Vendor Applicable Taxes are levied or assessed against the Vendor; or
 - 24.4.2 pay to or reimburse the Company for such Vendor Applicable Taxes, if such Vendor Applicable Taxes are levied or assessed against the Company.
- 24.5 In the event that the Company is required to withhold or deduct any taxes of any kind by any government authority in any jurisdiction from any payments due under the Contract, the Vendor shall bear all such taxes withheld or deducted, and the Company shall pay to the Vendor such payments due to the Vendor net of such taxes withheld or deducted without any obligation to gross up such payment or pay the Vendor all or any part of the amount of taxes so withheld or deducted.

25. ASSIGNMENT AND SUB-CONTRACT

- 25.1 The Vendor shall not sub-contract, transfer or assign the Contract or any parts, share or interest therein without the prior written consent of the Company.

26. FORCE MAJEURE

- 26.1 If the Vendor or the Company is prevented or delayed in the performance of any of its obligations under the Contract by a Force Majeure Event, and if such party gives written notice thereof to the other party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the party in question will be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay continues, provided always that whenever possible the affected party will resume its obligations as soon as such Force Majeure Event ceases or abates. The affected party shall minimize the effects of the Force Majeure Event on the other party and on any deadlines.
- 26.2 If the Force Majeure Event shall continue for more than 30 days from the date of the notice of such Force Majeure Event under **Clause 26.1** above, the Company may at any time thereafter upon giving notice to the Vendor terminate the Contract.
- 26.3 The Company and the Vendor shall for the duration of the Force Majeure Event be relieved of any obligation under the Contract as is directly affected by the Force Majeure Event. All obligations under the Contract which are not directly affected by the Force Majeure Event shall continue to be performed. Notwithstanding anything else in the Contract, if the Force Majeure Event occurs to the Vendor, the Company is not required to pay any fees for obligations that Vendor fails to provide in accordance with the Contract.
- 26.6 Any event which affects parties other than the Vendor and the Company (such as the Vendor's sub-contractors) will not be

considered Force Majeure Events.

27. TERMINATION

- 27.1 The Company may at any time, by giving not less than 30 days' notice to the Vendor, terminate this Contract without being liable therefor in damages.
- 27.2 If the Vendor is in default in the performance of this Contract, or fails to fulfil any part or obligation under this Contract (including **Clause 3.2** above), the Company shall have the right to terminate this Contract immediately upon notification to the Vendor, without being liable therefor in damages.
- 27.3 In the event of termination under the Contract (including under **Clauses 27.1** and **27.2** above), the Vendor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in obtaining the Services/Products from other sources.

28. VARIATION OF CONTRACT

- 28.1 No variation in the terms of the Contract shall apply thereto unless such variation has first been accepted in writing by both parties.

29. DISPUTE RESOLUTION

- 29.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, must be first resolved informally through discussions between the parties.

If and to the extent that such dispute has not been settled by such informal discussions within 45 days of the commencement of such discussions, it shall be submitted for mediation at the Singapore Mediation Centre ("**SMC**") in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 45 days thereof. Every party to the mediation must be represented by a senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

If and to the extent that such dispute has not been settled by such mediation within ninety (90) days of the commencement of such mediation, it will be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause, or, at the option of the Company, be submitted to the Courts of Singapore, which jurisdiction the Vendor hereby irrevocably submits to.

- 29.2 The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations of the Vendor under the Contract except insofar as such obligations relate to the subject matter of such proceedings.
- 29.3 Any arbitration or court proceedings shall be in the English Language.
- 29.4 This clause will not affect any party's right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting party's obligations.

30. APPLICABLE LAW

- 30.1 The Contract is deemed to be made in Singapore, and will be subject to and governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to this Contract is hereby expressly excluded.

31. EMPLOYMENT OF FOREIGN WORKERS

- 31.1 The Vendor shall ensure that no illegal immigrant shall be employed by it or any sub-contractor, in the execution of any part of the Services. If any illegal immigrant is found to be so employed by the Vendor, the Company shall, notwithstanding the provision of this Contract, be entitled to withhold any payment due to the Vendor for a period of two months and the Company shall not be liable for any loss or damage suffered by the Vendor as a result of any payment being so withheld. In addition, the Company reserves the right to impose such other measures as de-registration or debarment of the Vendor.
- 31.2 For the purposes of this clause, "illegal immigrant" means any person who has entered into Singapore in contravention of the provisions of Section 6 of the Immigration Act or any statutory modification or re-enactment thereof, and shall include any person who has entered into Singapore legally, but for any purposes other than to be legally employed by the Vendor.

31.3 The Vendor shall also indemnify the Company against any damage and loss which the Company may suffer, or claims from any third party, as a result of the Vendor's contravention of **Clause 31.1**.

32. LANGUAGE

32.1 All business relating to this Contract, both written and verbal, shall be conducted in the English Language.

33. RELIANCE CLAUSE

33.1 The Vendor accepts that the Company, inter-alia, relies on the skill and judgement of the Vendor in the design, description, manufacturing, quality, reliability, function and performance of the Products/Software to be provided, and on the judgement and skill of the Vendor for any and all of the Services to be performed.

33.2 The supply of samples of Products by the Vendor to the Company shall not in any way prejudice or affect the reliance placed by the Company on the Vendor as provided in **Clause 33.1**.

34. INSOLVENCY

34.1 The Company may at any time by notice in writing summarily terminate this Contract or any unperformed balance of this Contract without compensation to the Vendor in any of the following events:

- a) if the Vendor being an individual, he shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors; or where the Vendor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors; or
- b) if the Vendor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or shall propose to the company for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or application to court for the appointment of a judicial manager, or if circumstances arise which entitle the court or a creditor appoint a receiver or manager or which entitle the Court to make a winding order.

PROVIDED always that such termination shall not prejudice or effect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

34.2 Any termination under **Clause 34.1** above shall discharge the parties from any liability for further performance of the Contract, and the Company shall be repaid forthwith any sums previously paid by the Company under this Contract (whether paid by way of a deposit or otherwise) and to recover from the Vendor the amount any loss or damage sustained or incurred in the Company as a consequence of such termination.

35. NOTICES & AUTHORISED REPRESENTATIVE

35.1 Any notice or other communication sent by the Company to the Vendor shall be in writing and shall be deemed to be properly sent, if it is sent under registered mail cover to the Vendor's address as specified in the Purchase Order/Contract.

35.2 Any notice or other communication sent by the Vendor to the Company shall be in writing and shall be deemed to be properly sent under registered mail cover to the Company's address.

35.3 For the purposes of this Contract, the Company shall be represented solely by the specific personnel notified to the Vendor. The Vendor agrees that all notices or other communication in relation to this Contract shall be directed only to the attention of the above representative of the Company and not to any other personnel of any other department of the Company.

35.4 All notices or other communication between the Vendor and the Company for the purposes of this Contract shall be with the representative of the Company set out in or notified in accordance with **Clause 35.3**. No other personnel, employee, officer, agent or contractor of any of the Company shall be authorised to issue any notice or communication or make any representation in relation to this Contract.

36. REASONABLENESS

36.1 Both parties agree that the Clauses stated in the Purchase Order and Contract are reasonable.

37. WAIVER

- 37.1 In the event the Company should waive any of its rights under this Contract, the Company shall be deemed to have waived only on that particular occasion and the Company reserves its right to exert its rights on any subsequent occasion.
- 37.2 No payment for, review, acceptance or approval of any Product or Service by any Company will operate as a waiver of the Vendor's obligations in a Contract, any Vendor standard warranty, or any manufacturer or sub-contractor warranty and the rights of the Company.

38. SEVERANCE

- 38.1 The illegality, invalidity, unenforceable of any condition herein shall not effect the legality, validity or enforceability of any other provision.

39. CONFIDENTIALITY

- 39.1 "**Confidential Information**" means all information (however recorded or preserved) disclosed by Company or its employees, officers, representatives or advisers to the Vendor whether before or after the commencement date of the Contract.
- 39.2 The Vendor shall treat as confidential and not to divulge or communicate to any person any Confidential Information or use any Confidential Information for any purpose other than to perform its obligations under the Contract.
- 39.3 The Vendor may disclose the Confidential Information to Vendor Personnel for the performance of obligations under the Contract, only on a "*need-to-know*" and confidential basis, and provided that it shall ensure that all Vendor Personnel having access to any Confidential Information are made aware of and subject to the obligations relating to confidentiality set out in this **Clause 39** by the incorporation of corresponding provisions of confidentiality in their employment or other applicable contract or by entering into and maintaining confidentiality agreements with such Vendor Personnel, which imposes on Vendor Personnel, among other things, the obligations to treat Confidential Information as confidential. The Vendor shall be liable for Vendor Personnel's breach of this Clause 39 (including any unauthorised use and unauthorised disclosure of Confidential Information) even after any of such parties or entities ceases to be a Vendor Personnel.
- 39.4 The Company and the Vendor acknowledge that money damages may not be a sufficient remedy for any breach of the terms of this **Clause 39** and that in addition to any other remedy available at law or in equity, the Company shall be entitled to seek injunctive and other legal or equitable relief against Vendor for its breach or threatened breach of the provisions of this **Clause 39**.
- 39.5 The obligations of confidentiality in this **Clause 39** will not apply to information that:
 - 39.5.1 the Vendor can prove (by documentary evidence) was developed independently by the Vendor prior to the start of the Contract;
 - 39.5.2 was known to the Vendor prior to receipt from the Company provided such prior knowledge can be proved by documentary evidence and provided the Vendor has no obligation not to disclose such information;
 - 39.5.3 is already or becomes public, otherwise than as a result of the Vendor's breach of the Contract or other legal obligations, or the intentional act or omission, or the wilfulness or misconduct of the Vendor; or
 - 39.5.4 is released for disclosure with the prior written consent of the owner of such information.
- 39.6 The Company reserves all rights in its Confidential Information. No rights or obligations in respect of the Confidential Information other than those expressly stated in this clause are granted to the Vendor, or to be implied from the Contract.

- 39.7 On expiry or termination of the Contract, the Vendor shall:
- 39.7.1 return to the Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
 - 39.7.2 erase all the Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties; and
 - 39.7.3 confirm in writing to the Company that it has complied with the requirements of this clause.
- 39.8 The Company does not make any express or implied warranty or representation concerning the Confidential Information.
- 39.9 The obligations of the Vendor under this **Clause 39** will survive the termination of the Contract (howsoever caused).

40. GIFTS, INDUCEMENTS, AND REWARDS

- 40.1 The Company may terminate the Contract and recover from the Vendor the amount of any loss resulting from such termination, if the Vendor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Company or for showing or forbearing to show favour to any person in relation to any contract with the Company, or if the like acts shall have been done by any person employed by the Vendor or acting on its behalf (whether with or without the knowledge of the Vendor) or if in relation to any contract with the Company, the Vendor or any person employed by him or acting on its behalf shall have committed any offence under Chapter IX of the Penal Code (Chapter 224 of the Singapore Statutes) or under the Prevention of Corruption Act (Chapter 241 of the Singapore Statutes) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.

41. TRIPARTITE GUIDELINES ON FAIR EMPLOYMENT PRACTICES

- 41.1 The Vendor is required to adopt the Tripartite Guidelines on Fair Employment Practices as advised by Tripartite Alliance for Fair & Progressive Employment Practices and to ensure workers are accorded the terms and conditions as stipulated under the Employment Act. In addition, workers are to be given a set of their employment contract stating clearly the working hours, the remuneration, the benefits and etc..

42. TOUTING FOR BUSINESS

- 42.1 The Vendor shall not, and shall ensure that its personnel, agents and sub-contractors do not, hawk, tout or solicit for business and/or customers on any of the Company's premises and/or the premises of its affiliates without the Company's express written consent.

43. PERSONAL DATA PROTECTION

- 43.1 The Vendor acknowledges that Company Personal Data is the property of the Company and the Company retains all rights, title and interest to Company Personal Data. The Vendor agrees and undertakes, and shall procure that its personnel, agents and sub-contractors (together with the Vendor, each a "**Data Handler**") agree and undertake, as follows:
- 43.1.1 any collection or use of Company Personal Data shall be strictly for the provision of the Products and/or Services under the Contract to the Company;
 - 43.1.2 to the extent that any Data Handler collects, uses or discloses Company Personal Data, such Data Handler shall at its own expense ensure that all necessary consents in accordance with all applicable laws and regulations have been obtained from the relevant individuals;
 - 43.1.3 each Data Handler shall, in respect of any Company Personal Data collected, used, disclosed, accessed and/or processed by such Data Handler in connection with the Contract, comply with any requests, directions or guidelines which the Company may provide from time to time for the purpose of ensuring compliance with all applicable laws and regulations and/or any direction from any relevant authority; and

- 43.1.4 upon the termination or expiry of the Contract, each of the Data Handlers shall deliver to the Company all records relating to any Company Personal Data which it has collected, used or disclosed in connection with the Contract, and thereafter at its expense return, delete, or destroy such Company Personal Data as required by the Company and in compliance with all applicable laws and regulations.
- 43.2 The Vendor shall defend, indemnify and hold harmless the Company, its affiliates, and their respective directors, employees, agents, contractors, officers, and personnel (collectively, the "**Data Indemnified Persons**") from and against any claim, action, demand or complaint, as well as all liabilities, penalties, losses, costs, damages and expenses which the Data Indemnified Persons may suffer in connection with any breach by any Data Handler of **Clause 43** or any Data Handler's failure to comply with the PDPA. This **Clause 43** shall survive the termination or expiry of the Contract (howsoever caused).
- 43.3 The Vendor shall, and shall procure each of the other Data Handlers, keep complete and proper records relating to all collection, use and disclosure of Company Personal Data, all consents relating thereto, and shall upon reasonable notice by the Company provide unrestricted access to such records.
- 43.4 Vendor agrees and undertakes that it shall, at its own expense, procure all necessary consents in accordance with all applicable laws and regulations, including the PDPA, from its directors, officers, employees, personnel, representatives, agents, independent contractors, invitees and/or licensees, who are individuals (collectively, the "**Vendor Personnel**"), for the collection, use and/or disclosure of any of the Vendor Personnel's personal data, as defined in the PDPA, by Company, its related corporations and/or its sub-contractors for the performance of the Contract. The handling of the Vendor Personnel's personal data is subject to the Company's data protection policy where applicable. In the case of any Company that is part of the SingHealth Group, such personal data shall be handled in accordance with the SingHealth Data Protection Policy which may be found at www.singhealth.com.sg/pdpa.

44. HEALTH SCIENCE AUTHORITY REGULATORY REQUIREMENTS

- 44.1 The Vendor shall ensure compliance with Health Sciences Authority ("**HSA**") regulatory requirements. This includes compulsory registration for all products under certain risk classifications as required by HSA, The Vendor shall comply with the Health Products Act (Chapter 122D), Health Products (Medical Devices) Regulations 2010.

45. WORKPLACE SAFETY

- 45.1 Vendor shall, in the course of supplying any Service or Product to the Company, comply at all times with the Company's policies and procedures governing access to such premises including any safety and delivery requirements that are applicable to the supply of the Service or Product.
- 45.2 The Vendor shall meet all applicable workplace safety laws, regulations and codes with respect to the Products or Services that it may supply from time to time to the Company.
- 45.3 Negligence on the part of the Vendor's personnel or violations of any Company's policies or requirements may give rise to termination.
- 45.4 The cost of complying with this **Clause 45** shall be deemed to be included in the Contract Price.
- 45.5 If the Vendor fails to remedy any breach of this clause or to comply with any directive immediately after receipt of written notice to do so, the Company may, in addition to any other remedies provided in the Contract, effect such measures as may be necessary to secure compliance and the Company may deduct from any payment due to the Vendor an amount sufficient to indemnify the Company against the cost of securing such compliance.
- 45.6 The Vendor shall promptly report all accidents, environmental incidents, injuries and safety incidents to government authorities, as required by applicable laws, regulations and guidelines, and to the Company.

46. INSURANCE

- 46.1 The Vendor shall at its own costs, to the extent specified in the Contract and/or required under law, be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims for product liability, property damage, personal injury, public liability, professional indemnity, liability as an employer in respect of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise, relevant to the performance of the Vendor's obligations pursuant to the Contract and under all Purchase Orders.
- 46.2 All of the Vendor's policies of insurances shall, with respect to the risks and liabilities assumed by the Vendor under the Contract, contain provisions stating that the relevant insurers waive all rights of subrogation against the Company and all other members of the ALPS Group.

46.3 The Vendor shall produce evidence on demand, to the satisfaction of the Company, of the insurance effected and maintained in accordance with this **Clause 46**. If the Vendor shall fail to effect and keep in force such insurances, the Company may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by the Company as aforesaid from any monies due or which may become due from the Company to the Vendor or recover the same as a debt due from the Vendor.

46.4 The provisions of any insurance or the amount of cover will not relieve the Vendor of any liabilities under the Contract. The Company may recover from the Vendor on a full indemnity basis any shortfall in the amount of money not recovered by the Company from the insurance policies taken out by the Vendor.

47. ENTIRE AGREEMENT

47.1 The Contract, as may be amended and/or supplemented from time to time, contains the entire agreement between the Company and the Vendor with respect to its subject matter and supersedes all prior communications and negotiations between the Company and the Vendor with respect to the subject matter hereof.

47.2 No terms or conditions submitted by the Vendor that are in addition to or inconsistent with these Standard Conditions including the Vendor's standard terms and conditions, and any other terms and conditions contained in the Vendor's quotation, acknowledgement, acceptance or any other document, shall be binding upon the Company.

48. CYBERSECURITY

48.1 Except as disclosed in writing to the Company,

(a) (i) to the knowledge of the Vendor, there has been no:

- (I) security breach, or
- (II) unauthorized use, access, misappropriation, modification, or other compromise,

of or relating to any information technology and computer systems, data storage systems, interfaces, networks, hardware, software, Software, data or equipment owned by or licensed to the Vendor or its affiliates, or sold, loaned, licensed, or otherwise made available to the Company by the Vendor or its affiliates (collectively, "**IT Systems and Data**"), and

(ii) the Vendor and its affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorized use, access, misappropriation, modification, or other compromise to the IT Systems and Data;

(b) the Vendor and its affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorized use, access, misappropriation, modification or other compromise; and

(c) the Vendor and its affiliates have implemented backup and disaster recovery technology.

48.2 (a) If at any time the Vendor becomes aware that a representation or warranty given by it under this clause has been breached, is untrue or is misleading, it shall immediately (i) notify the Company of the relevant occurrence in sufficient detail to enable the Company to make an accurate assessment of the situation; and (ii) provide to the Company a plan for the Company to continue using the it systems and data without being exposed to any security breach, unauthorized use, access, misappropriation, modification, or other compromise (the "**Plan**"). The Company may accept, modify or reject the Plan. If the Company accepts the Plan, the Vendor shall immediately implement the Plan at its sole expense. If the Company modifies the Plan, the Vendor shall use best efforts to implement the modified Plan at its sole expense.

(b) The Plan may require the Vendor or its affiliates to:

- (i) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or
- (ii) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.

(c) If the Vendor does not provide the Company with the Plan, if the Company rejects the proposed Plan, if the Vendor does not implement the Plan or the modified Plan expeditiously, or if the Vendor breaches any obligation in this clause, the Company may immediately terminate these Standard Conditions (or part thereof), and the Vendor shall promptly refund to the Company the fees for the IT Systems and Data, without prejudice to any other

rights of the Company. The Vendor shall also assist the Company to obtain replacement IT Systems and Data at the Vendor's expense.

48.3 The Vendor shall indemnify the Data Indemnified Persons against all liabilities, costs, expenses, damages and losses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Data Indemnified Persons arising out of or in connection with:

(a) any breach of the obligations contained in this clause; or

(b) any security breach or unauthorized use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of the Vendor or its affiliates.

48.4 The Vendor shall comply with all applicable Company guidelines, codes and policies pertaining to cybersecurity, prevailing from time to time.

48.4 The obligations of the Vendor under this clause will survive the expiry or termination of the Contract.

49. NO PUBLICITY

49.1 Vendor shall not use any name, logo, trade name, trademark, service mark or other symbol associated with the Company without the prior written consent of the Company.

50. NO PARTNERSHIP

50.1 Nothing contained in or relating to the Contract will be deemed to constitute a partnership or agency relationship between the parties and no party shall have any authority to act for or assume any obligation or responsibility of any kind, express or implied, on behalf of the other party or bind or commit the other party for any purpose in any way whatsoever.

51. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP. 53B)

51.1 Save for the Indemnitees and Data Indemnified Persons, any person who is not a party to the Contract (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in the Contract) shall have no right, including under the Contracts (Rights of Third Parties) Act (Cap. 53B), to enforce the Contract or any of its terms.