

ST HEALTHCARE PTE LTD
(Company Registration Number: 199607668K)

("Company")

**STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS
AND/OR SERVICES**

1 PRELIMINARY

- 1.1 These are the Standard Terms and Conditions ("**Standard Conditions**") referred to in the Letter of Offer and Acceptance and/or any other supply agreement entered into between the Supplier and the Company ("**LOA**"). The terms set out herein will form an integral part of the LOA and/or the supply agreement entered into between the Company and the Supplier, and the Supplier is deemed to have knowledge of the terms set out herein. Such other supply contract, agreement or LOA that has been accepted in writing by the Supplier and these Standard Conditions shall constitute and be referred to collectively hereinafter as the "**Agreement**".
- 1.2 No agent or employee of the Company has the authority to alter or vary the Standard Conditions save for an employee of the Company at a managerial position or a higher designation provided always that an alternation or variation shall be in writing and signed by such an employee of the Company.

2 DEFINITIONS

- 2.1 In these Standard Conditions, unless there is something in the subject or context inconsistent therewith, the following expressions bear the following meanings, namely:
- "**Affected Party**" shall bear the meaning ascribed to it in Clause 17.
- "**Affiliate**" means (i) a related body corporate as defined in Section 6 of the Companies Act and (ii) Associated Companies.
- "**Associated Company**" means in relation to an entity, a company or corporation which is not a subsidiary of such entity but in which such entity owns or holds not less than 20 per cent of such company's or corporation's issued share capital.
- "**Background Intellectual Property**" means Intellectual Property Right(s) that are created prior to or independently of this Agreement.
- "**Banker's Guarantee**" means an irrevocable and unconditional guarantee or undertaking issued by a reputable financial institution or insurance company licensed by the Monetary Authority of Singapore on terms acceptable to the Company requiring Issuer to pay on demand whether by one (1) or more request(s) the amount(s) set out in the such guarantee.
- "**Claim**" shall bear the meaning ascribed to it in Clause 10 below.
- "**Companies Act**" means the Companies Act, Chapter 50 of the Statutes of the Republic of Singapore.
- "**Confidential Information**" shall bear the meaning ascribed to it in Clause 13 below.
- "**Contracts (Rights of Third Parties) Act**" means the Contracts (Rights of Third Parties) Act, Chapter 53B of the Statutes of the Republic of Singapore.
- "**Due Date(s)**" shall bear the meaning ascribed to it in Clause 4 below.
- "**Force Majeure Event**" shall bear the meaning ascribed to it in Clause 18 below.
- "**Foreground Intellectual Property**" means Intellectual Property Right(s) that result from or are generated pursuant to or for the purpose of the Agreement.
- "**Goods**" means the goods described in the PO.
- "**Goods and Services Tax Act**" means the Goods and Services Tax Act, Chapter 117A of the Statutes of the Republic of Singapore.
- "**Gross Value**" means the total value of the Agreement during its effective term.
- "**GST**" means goods and services tax levied pursuant to the Goods and Services Tax Act.
- "**Insolvency Event**" means in relation to any party;
- Such party ceases to carry on business;
 - Such party is or becomes unable to pay its debts when they are due;
 - Any step is taken by such party to enter into any scheme or arrangement with its creditors;
 - Any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of such party's assets or business; or
 - Any step is taken to appoint a receiver, a receiver and manager, a judicial manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to such party or to the whole or any part of such party's assets or business.
- "**Intellectual Property Right(s)**" means all intellectual property or all intellectual property right(s), whether registered or unregistered, at any time protected by statute or general law, including, but not limited to:
- Patents, copyrights, rights in circuit layouts, registered designs, trademarks, trade secrets, database rights and any right to have Confidential Information kept confidential; and,
 - Any application or right to apply for registration of any of the rights referred to in the paragraph (a) above (if permissible under relevant law).
- "**Issuer**" means the issuer of the Banker's Guarantee.
- "**Personal Data Protection Act**" means the Personal Data Protection Act, Act Number 26 of 2012 of the Statutes of the Republic of Singapore.
- "**Personnel**" shall bear the meaning ascribed to it in Clause 19.
- "**PO**" means this purchase order or an order, or an offer to purchase, or a letter of purchase or notice of intention to proceed to purchase or the like in any form, referring to or including these Standard Conditions and issued as an offer or acceptance of an offer that shall govern the supply of Goods and/or Services by the Supplier.
- "**Prevention of Corruption Act**" means the Prevention of Corruption Act, Chapter 241 of the Statutes of the Republic of Singapore.
- "**Price**" means the price payable by the Company for the Goods and/or Services as set out in or determined by the Agreement.
- "**Sample Testing**" shall bear the meaning attributed to it in Clause 4.3.
- "**Security Deposit**" shall bear the meaning attributed to it in Clause 7.
- "**Service(s)**" means the service(s) described in the PO.
- "**SIAC**" shall bear the meaning ascribed to it in Clause 20 below.
- "**SIAC Rules**" shall bear the meaning ascribed to it in Clause 20 below.
- "**Special Condition(s)**" means special terms and conditions agreed in writing between the Company and Supplier as applying to the supply of Goods and/or Services, if any. Unless expressly agreed otherwise in writing between the Company and Supplier, these Standard Conditions shall

prevail over any special terms and conditions to the extent of any inconsistency.

"**Specification(s)**" means the specification(s) for the Goods and/or Services described in the PO, including any description, design, drawing(s) and/or technical data of the Goods and/or Services and details (if any) of their manufacture and performance.

"**Supplier**" means the supplier identified in the PO.

"**Third Party**", for the purpose of Clause 11, shall bear the meaning ascribed therein.

"**Warranty Period**" shall bear the meaning ascribed to it in Clause 8 below.

"**Working Day(s)**" means day(s) on which banks are opened for business in the Republic of Singapore excluding Saturday, Sunday and gazetted public holidays.

- 2.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision.

3 APPLICATION

- 3.1 These Standard Conditions shall apply to every PO issued by the Company. The Company is bound by this PO only if it is placed on its official order form.
- 3.2 Supplier shall be deemed to have accepted these Standard Conditions if it accepts or acknowledges or confirms the order or proceeds with the supply of Goods and/or Services or otherwise acts in any other manner consistent with accepting the order (for example, commencing to design or manufacture the Goods).
- 3.3 The Company will not be bound by any terms other than those constituting the Agreement, unless such terms are agreed in writing by the Company and the Supplier as expressly forming part of the Agreement. For the avoidance of doubt, any terms or conditions contained in, issued with or printed on any quotation, tender, proposal, offer, order acknowledgement, order confirmation, letter of acceptance, notice of intention to proceed or the like issued by the Supplier shall not form part of the Agreement and are of no effect whatsoever unless otherwise agreed in accordance with this Clause 3.3.

4 SUPPLY OF GOODS AND/OR SERVICES, COMPLIANCE TEST AND INSPECTION

- 4.1 The Supplier shall supply the Goods and/or Services in accordance with the Agreement and in accordance with all reasonable directions and requirements of the Company.
- 4.2 The Supplier shall maintain safe working conditions at all times, and comply with the applicable workplace health and safety and environmental laws and regulations, and at all times when on any of the Company's premises comply with the Company's guidelines, regulations and rules pertaining to workplace health, safety, environment and security.
- 4.3 In the case of Goods, the Company has the right, exercisable at its absolute discretion, to require the Supplier to send sample(s) of the Goods for testing for compliance with the Specifications ("**Sample Test(s)**") before the Goods are delivered. The Supplier shall arrange Sample Test(s) to be conducted at a test centre accredited by the International Laboratory Accreditation Cooperation Center ("**Accredited Test Center(s)**"). The Sample Test result(s) ("**Sample Test Result(s)**") shall be provided to the Company automatically upon first delivery of the Goods. Notwithstanding the foregoing, the Company has the right, exercisable at its absolute discretion, to pick random sample(s) from the Goods delivered and send such sample(s) to Accredited Test Center(s) for further testing for compliance with the Specification(s). If the Sample Test Result(s) for any such randomly picked sample(s) show non-compliance with the Specification(s), the Company has the right, exercisable at its absolute discretion, to randomly select another batch of sample(s) for testing for compliance with the Specification(s) at the Accredited Test Center(s). Costs and expenses for all Sample Test(s) shall be borne by the Supplier.
- 4.4 The Supplier shall provide the Company with a copy of the Sample Test Result(s) duly certified by authorised representative(s) of the Accredited Test Center(s) free of charge.
- 4.5 The Company shall not be under any obligation to accept delivery of the Goods or any part or unit thereof in the event that such Goods did not satisfactorily pass the Sample Test(s).
- 4.6 The Supplier shall supply the Goods and/or Services by the time(s) stipulated in the Agreement ("**Due Dates**"). Time shall be of the essence in the Agreement.
- 4.7 Should the Supplier fail to supply the Goods and/or Services by the Due Dates or as mutually extended in writing by the parties, the Company shall in addition to any other remedies which it may have under these Standard Conditions or otherwise have the right to cancel all or any of the PO(s) for the Goods and/or Services, or any part of any PO(s) for the Goods and/or Services, without being liable therefore in damages and obtain the same from other sources and all increased costs incurred thereby shall be deducted from any monies due to or to become due to the Supplier under the Agreement and/or shall be recoverable from the Supplier as damages.
- 4.8 The Supplier shall have the right to inspect the Goods delivered and/or Services performed. In the event that any delivered Goods and/or Services do not comply with the requirements set out in the Agreement including the Specifications, the Company shall have the right but not the obligation to return the non-confirming Goods, and/or reject the non-conforming Services upon written notification to the Supplier and at the Supplier's expense. In the case of Goods, the Company may, at its absolute discretion, require the Supplier to collect rejected Goods from premises designated by the Company, in which event the Supplier shall do so at its own expense. The Supplier shall replace such Goods and/or re-perform such Services immediately and, in any case, within the timeline stipulated by the Company, and in accordance with the requirements of the Agreement including the Specifications, upon receipt of the Company's written notification.
- 4.9 In the event the Company requires the Supplier to collect the rejected Goods and the Supplier fails to do so within seven (7) days of the date of notification in writing from the Company to do so, the Company shall:
- 4.9.1 have the right to impose storage charges on the Supplier, which the Supplier shall be obliged to pay; and in the event that the Supplier fails or delays payment of the storage charges, the Supplier shall be liable to pay interest on the outstanding or

- delayed payment(s) of storage charges at the prevailing prime rate for every week of delay;
- 4.9.2 have the right to dispose the rejected Goods in any manner it deems fit, and the Supplier shall indemnify the Company in full for all costs and expenses incurred by the Company in doing so (including legal costs and expenses on a solicitor and client basis).
- 4.10 The Company reserves the right to deduct monies owing by the Supplier to the Company under Clause 4.9 from any monies due or to become due from the Company to the Supplier or recover it as a debt in civil action.
- 4.11 The Company may on-supply any Goods to any party, including without limitation to any of its own customers or to any other Affiliate except as specifically agreed otherwise in writing by the Company and the Supplier. All warranties set out in Clause 8 and elsewhere in the Agreement shall apply to the aforementioned Goods and the benefits of those warranties may, at the option of the Company, be extended or passed on to any of the Company's own customers or to any other Affiliate.
- 4.12 Unless otherwise specified by the Company in the Agreement, title to the Goods sold to the Company passes to the Company upon acceptance of those Goods by the Company in accordance with the Agreement.
- 4.13 Unless otherwise specified by the Company in the Agreement, risk in the Goods passes to the Company upon acceptance of those Goods by the Company in accordance with the Agreement.
- 4.14 There shall be no partial delivery, unless otherwise accepted by the Company in writing.
- 5 PRICE**
- 5.1 In consideration for the performance by the Supplier of its obligations in accordance with the Agreement, the Company will pay the Supplier the Price in accordance with the Agreement.
- 5.2 The Price is fixed and firm and, unless otherwise expressly provided in the Agreement, includes:
- 5.2.1 all duties, taxes and other imposts for which Supplier is liable (except GST);
- 5.2.2 all costs and expenses associated with manufacturing, packing, transporting, delivering the Goods to or testing the Goods at the address stipulated;
- 5.2.3 all insurance costs;
- 5.2.4 all amounts payable for the use of any Intellectual Property Right required for the supply of the Goods and/or Services.
- 6 LIQUIDATED DAMAGES**
- 6.1 The Due Dates agreed to between the Company and the Supplier shall be strictly adhered to. In the event the Supplier fails to deliver the Goods and/or Services as specified in the Agreement (including where the Goods are damaged or lost in transit, or the Goods and/or Services are short-delivered or the wrong Goods and/or Services are delivered) or is unable to comply with the Due Dates as agreed between the parties (otherwise than in the circumstances provided for in Clause 18 (Force Majeure)) the Company shall, at its absolute discretion, have the right to impose liquidated damages at the rate of two per cent (2%) of the value of the Goods and/or Services outstanding per week or part thereof up to a maximum of ten per cent (10%) of the Gross Value of the Agreement, without prejudice to the other rights and remedies of the Company at law or in equity including the right to terminate the Agreement and forfeit the Security Deposit referred to in Clause 7 in regard to the whole or any part thereof of the Agreement and to obtain an alternative supply of the Goods and/or Services from other sources and the Company shall also be entitled to recover damages from the Supplier in respect of obtaining such supply from other sources. The Company reserves the right at its sole discretion to vary, amend alter or increase the rate of the liquidated damages or the maximum recoverable liquidated damages or any other term in this clause.
- 6.2 In the case of supply of Goods, for the purpose of computing the liquidated damages under this Clause, the date of the bill of lading or airway bill shall be deemed to be the actual date of delivery of the Goods meeting all the requirements to be supplied under these Standard Conditions. Should the Goods fail to satisfy the Specifications and hence are rejected, the Goods are not considered as delivered. It is considered as delivered only when subsequent replacement is found acceptable by the Company and the date of receipt of the acceptance replacement shall be used for the purpose of computing the liquidated damages.
- 7 SECURITY DEPOSIT (PERFORMANCE BOND)**
- 7.1 The Company may, at its sole discretion, require the Supplier to lodge with the Company a security deposit of no less than five per cent (5%) of the Gross Value of the Agreement ("Security Deposit") for the due, faithful and complete performance of the Agreement and the observance of all stipulations, conditions, and obligations on the part of the Supplier contained therein. If this is required by the Company, the Supplier shall deposit with the Company a Security Deposit in the form of a bank draft or issue a Banker's Guarantee from a reputable bank established in the Republic of Singapore and acceptable to the Company within two (2) weeks from the date of acceptance of the PO. The Company shall thereafter be entitled to utilise and make payments out of or deductions from the said Security Deposit in the event the Supplier fails to meet its obligation relating to the PO for whatever reason and whether in whole or in part.
- 7.2 The Security Deposit (or any balance thereof remaining for the credit of the Supplier) shall be valid and shall only be released on the expiry of the Agreement or upon completion by the Supplier of its obligation under the Agreement, including delivery of the Goods and/or Services and receipt by the Company and all Warranties obligation and shall be returned to the Supplier within thirty (30) days thereof with no interest payable thereon by the Company to the Supplier.
- 8 WARRANTIES**
- 8.1 The Supplier warrants that:
- 8.1.1 in the provision of the Goods and/or Services, it shall:
- (a) Supply such Goods and/or Services in accordance with the Agreement;
- (b) Comply with any directions given by the Company from time to time including in relation to the performance of Services or whilst on Company premises;
- (c) Not be in breach of any obligation owed to any person or infringe any Intellectual Property Rights or any other rights of any person, and that it is not aware that the Intellectual Property Rights of any person will be or are infringed by such provision;
- (d) Hold and maintain all licenses required or necessary to lawfully provide the Goods and/or Services;
- (e) at its own cost effect and maintain appropriate insurance policies, including but not limited to the following:
- (i) insurance of the Goods up to the time of delivery;
- (ii) adequate public liability insurance coverage for Supplier's liabilities under the Agreement;
- (iii) work injury compensation insurance as required by law; and
- (iv) any other insurance as required by law or specified in the Agreement;
- (f) upon request by the Company, provide to the Company copies of any certificate of currency proving that all such insurances have been effected; and
- (g) Comply with all laws, industry codes, applicable standards or other regulations or directions issued by any regulatory authority;
- 8.1.2 all Services will be carried out:
- (a) With all due care and skill and by suitably competent and trained personnel;
- (b) In a good, professional and timely manner; and
- (c) In accordance with and conforming to the Specifications;
- 8.1.3 all Goods will:
- (a) Meet the functional and performance criteria set out in and otherwise conform with the Specifications;
- (b) Be of a satisfactory quality, and fit for the purpose(s) for which the Goods are supplied;
- (c) Be free of defects in design, materials and workmanship; and,
- (d) When supplied to the Company be new and not have been used by any other person (except with the prior written agreement of the Company) and not have been re-conditioned or refurbished;
- 8.1.4 that it has met and shall continue to meet during the validity of the Agreement, all qualifying criteria and conditions precedent (if any) made known to and accepted in writing by the Company. The Supplier's warranty under Clause 8.1.3 shall be for a period of eighteen (18) months from the date the Company accepts delivery of the Goods and/or Services ("**Warranty Period**").
- 8.2 If the Goods and/or Services or any part of the same fail to comply with any of the warranties at any time during the Warranty Period, unless otherwise directed by the Company, the Supplier shall without any charge to the Company resupply or replace the Goods or re-perform the Services (as applicable) to the satisfaction of the Company within seven (7) days unless otherwise specified by the Company. The Supplier shall bear all costs, including freight charges (both ways), costs of and associated with testing, examining, resupplying, and replacing defective or deficient Goods and/or Services without prejudice to any other claim the Company may further pursue.
- 8.3 For any of the Goods and/or Services that fails to comply with any of the warranties at any time during the Warranty Period, the Company also reserves the right, which shall be exercisable at its absolute discretion, to choose to repair, sort and/or re-work such Goods, or to re-perform such Services, in such a manner as it sees fit. The Company will give the Supplier prior notice of exercise of this right. The Supplier shall reimburse the Company for all costs and expenses incurred by the Company in the course of or in connection with exercising this right and the Company reserves the right to deduct the same from any monies due or to become due from the Company to the Supplier or recover it as a debt in civil action.
- 8.4 In the event that the Goods and/or Services or any part thereof remains unsatisfactory to the Company after replacement or resupply of the Goods and/or re-performance of the Services (as applicable) or in the event of a failure on the part of the Supplier to effect replacement or resupply of the Goods or re-performance of the Services (as applicable) within the stipulated time under Clause 8.2, the Company reserves the right without prejudice to any other rights and/or remedies under the Agreement at law or in equity, to terminate the Agreement and to purchase the same from other sources or to make good any damage, defect, or deficiency in any manner it deems fit and claim all costs thereby incurred from the Supplier. The Company reserves the right to deduct from any monies due or to become due from the Company to the Supplier or recover it as a debt in civil action.
- 8.5 Any monies paid by the Company to the Supplier in respect of any rejected Goods that are not replaced or re-supplied by the Supplier within seven (7) days shall be returned by the Supplier to the Company promptly. The Company reserves the right to deduct the same from any monies due or to become due from the Company to the Supplier or recover it as a debt in civil action.
- 8.6 The Supplier shall remain liable under this Clause 8 notwithstanding the signing by the Company of any certificate or any payment made or the release of the Security Deposit by the Company.
- 8.7 The Supplier warrants that the warranties set out in this Clause 8 includes warranties of merchantability, satisfactory quality and fitness for a particular purpose and does not exclude any warranty rights of the Company under general or statutory law.
- 9 PACKING AND MARKING**
- Where relevant, the Supplier shall preserve and pack the Goods in such a manner as to ensure that the Goods arrive at their destination intact and undamaged. The packing shall comply strictly with any special requirements specified by the Company for the transport of Goods of a similar nature and construction in particular. The Supplier shall protect the Goods in packages which will withstand rough handling in transit and which will be further suitable for export to and for storage in the tropics. The Supplier hereby acknowledge that the costs of all necessary packing cases (which will be considered non-returnable) material and labour have been provided for, and included in the Price of the Goods and/or Services.
- 10 INDEMNITY**
- 10.1 The Supplier indemnifies and keeps indemnified the Company and its personnel against all losses and damages (including legal costs and expenses on a solicitor and client basis) that the Company and/or its personnel may sustain or incur (including those sustained or incurred as a result of a claim by a third party against the Company or its personnel) directly or indirectly relating to or in connection with:

- 10.1.1 The Supplier's breach of any terms and conditions of the Agreement, howsoever arising;
- 10.1.2 Any injury to or death of any person whomsoever or damage to any property whatsoever due to any act or omission of the Supplier or the Supplier's personnel arising out of or in any way relating to the Agreement; and,
- 10.1.3 Any negligence, fraud, or unlawful act or omission of the Supplier or any of the Supplier's personnel.
- 10.2 If any claim shall be brought or asserted against the Company with respect to which an indemnity has been provided by the Supplier under this Clause 10, the Company shall notify the Supplier in writing as soon as practicable and the Supplier, to the extent it is permitted by applicable laws, shall have the right to assume sole conduct of the defence of any action including the employment of legal advisers reasonably satisfactory to the Company and payment of all fees and expenses provided that:
- 10.2.1 The Company has the right to information and consultation concerning the development and defence of any litigation or threatened litigation;
- 10.2.2 No admission of liability or compromise whatsoever in connection with the action may be made without the Company's prior written consent;
- 10.2.3 In a situation where the Company reasonably believes that its interests are being materially prejudiced by the Supplier's conduct of the defence, then the Company has the right at any time to re-assume the defence of any claim or action assumed by the Supplier;
- 10.2.4 In the event that the Company assumes or re-assumes the defence of any action under Clause 10.2.3, it will consult with the Supplier and will take account of the views of the Supplier, so far as reasonably possible, but will have sole conduct of any proceedings or disputes that may arise.
- 10.3 Without prejudice to the generality of the foregoing, if there is a claim by a third party that the Goods and/or Services infringe its Intellectual Property Rights or other rights ("Claim"), then the Supplier shall within thirty (30) days of becoming aware of the Claim (whether by the Company notifying the Supplier of it or otherwise), at its option:
- 10.3.1 Procure promptly for the Company the right to use the Goods and/or Services as contemplated under the Agreement free of any claim or liability for infringement;
- 10.3.2 Procure promptly for the Company other Goods and/or Services that comply with the Specifications and are non-infringing; or
- 10.3.3 Modify the Goods and/or Services so that they cease to infringe those rights (whilst still complying with the Specifications for the Goods and/or Services).
- 10.4 If the Supplier has not complied with Clause 10.3 with respect to the Goods and/or Services, the Company may:
- 10.4.1 Do any of the things specified in Clause 10.3 above, the costs of which the Supplier shall pay or credit the Company (at the Company's option); and/or,
- 10.4.2 Terminate immediately the Agreement and halt the Supply of Goods and/or Services yet to be delivered to the Company and/or return such Goods already delivered; and where payment of the Price has not already been made, receive a credit note for the portion of Goods and/or Services not supplied or returned and/or where the payment of the Price has already been made, receive either a total refund of the entire Price of the Goods and/or Services not supplied, terminated, or so returned or a pro-rated portion of such Price of the Goods and/or Services where the Company agrees that it has had use of the Goods and/or Services before the occurrence of the Claim, all without prejudice to all or any of the Company's rights under the Agreement, at law or in equity to recover from the Supplier any damages suffered or incurred by the Company.
- 10.5 In the event that the Company (including every officer, employee, servant, agents and representative of the Company) is held liable for losses and/or damages arising out of any claim at any time for loss or damage to any property or death or personal injury caused to any person by the use or operation of the goods or any part thereof or otherwise caused by the goods or any part or until thereof, the Supplier shall indemnify the Company in full for such losses and damages incurred by the Company (including legal costs and expenses on a solicitor and client basis) unless the loss and damages to property, death or personal injury is caused by any negligent or wilful act on the part of the Company.
- 11 INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Except as otherwise expressly provided in the Agreement, the Supplier warrants that it has obtained or will in due time obtain all rights, relating to the use of any Intellectual Property which may be required for the purpose of the Agreement, without requiring any assistance from the Company. The Company shall not be obliged to enter into any further agreement with the Supplier or any third party in respect of the use of such Intellectual Property.
- 11.2 All amounts payable for the use, whether use by the Company or the Supplier, of any Intellectual Property pertaining to the Agreement shall be deemed to be included in the Price.
- 11.3 All rights or title to, or interest in, all Background Intellectual Property shall remain the sole or exclusive property of the Company or the Supplier or the relevant third party ("Third Party") as the case may be unless expressly provided otherwise in the Agreement.
- 11.4 All rights or title to, or interest in, all Foreground Intellectual Property shall vest in and shall be the sole and exclusive property of the Company.
- 11.5 Subject to Clause 11.6 below, the Supplier hereby grants to the Company with regard to all Background Intellectual Property which is vested in the Supplier and which is either relevant for performing the works under or used in the performance of the Agreement a royalty free, irrevocable, world-wide, perpetual, non-exclusive licence to use and reproduce the relevant parts of the Background Intellectual Property to the extent required to enable the Company or another person on behalf of the Company to use, repair, maintain, refurbish, adapt, integrate, and dispose of (except for licensed software) the Goods and/or Services (as appropriate) supplied under the Agreement by the Supplier and to do anything necessary or incidental for those purposes including in the event of termination of the Agreement due to the Supplier's default, to complete the supply of the Goods and/or Services.
- 11.6 If the Background Intellectual Property is owned by a Third Party, the Supplier shall enter into the necessary arrangements such that the Third Party grants the Company a licence to do the acts stated in Clause 11.5 and on terms no less favourable than those granted by the Supplier to the Company under Clause 11.5.
- 12 PROPERTY OF THE COMPANY**
- 12.1 Unless otherwise agreed in writing all tooling, equipment or material of every description furnished to the Supplier by the Company, or paid for or partially for by the Company and any replacement thereof, or any materials affixed thereto, shall at all times remain the property of the Company, the Supplier shall not substitute any property for the Company's property and shall not use such property except for filling the Company's orders.
- 12.2 Such property while in the Supplier's custody or control shall be held at the Supplier's sole risk, shall be kept insured by the Supplier in the joint names of the Company and the Supplier at Supplier's expense in an amount equal to the then current replacement cost with loss payable to the Company.
- 12.3 Such property shall be prepared for shipment and delivered in at the Supplier's sole cost and expense good condition, normal wear and tear excepted, to the Company's plant, immediately upon request by the Company.
- 13 CONFIDENTIALITY**
- 13.1 Any data or information relating to the Company's business, information relating to the Goods and/or Services, trade secrets and other information of a confidential nature, the existence of the Agreement or any of its terms (including, but not limited to the Prices and any other charges as set out in the Agreement) shall be deemed confidential information ("Confidential Information"), which shall remain at all times the property of the Company and shall not be disclosed by the Supplier without the Company's prior consent in writing. Confidential Information shall be identified, clearly marked and recorded as such by the Supplier on all media and in all documentation.
- 13.2 The Supplier shall ensure Confidential Information is shared with its employee(s), officer(s) and/or agent(s) on a need-to-know basis only and shall take all reasonable precautions and adequate measures to (i) prevent the unauthorized disclosure of the Confidential Information or any part thereof by any of its employee(s), officer(s), agent(s) or permitted sub-contractor(s); (ii) preserve the integrity of the Confidential Information and prevent any corruption, damage, destruction or loss of the Confidential Information.
- 13.3 The confidentiality obligations contained in the Agreement shall survive the expiry or earlier termination of the Agreement but shall cease to apply to any Confidential Information which has come into the public domain through no fault or breach by the Supplier. Further, in the event of expiry or earlier termination of the Agreement, Supplier shall erase all Confidential Information including copies thereof, electronic or otherwise, from Supplier's systems and magnetic data and, when directed to do so by the Company, shall instruct and procure all its agent(s) and sub-contractor(s) to erase all Confidential Information including copies thereof, electronic or otherwise, from all systems and magnetic data owned and/or controlled by such agent(s) and sub-contractor(s).
- 13.4 The Supplier shall comply at all times with the Personal Data Protection Act. Supplier acknowledges and undertakes that any personal data disclosed to it shall be used only for the purposes of the PO and shall not be disclosed to any third party without the Company's prior written consent. For the avoidance of doubt, any breach of the provisions of Clause 13 shall entitle the Company to be indemnified by Supplier under Clause 10.
- 13.5 Notwithstanding any provisions therein, each party shall be authorized to disclose any information required to be disclosed pursuant to any applicable laws, rules, regulations, or direction of any statutory or regulatory authority or stock exchange or order of a relevant court or tribunal of law provided that the party under such a requirement shall, as soon as practicable and to the extent permitted by such laws, rules, regulations or direction or order, notify the other party of such requirement so that the other party may take appropriate protective measures.
- 14 TERMINATION**
- 14.1 The Company may terminate the Agreement, either in its entirety or in part, for convenience by giving the Supplier thirty (30) days' notice without being liable to the Supplier in damages or otherwise except for the payment of the Price of the Goods and/or Services ordered prior to the effective date of the termination and accepted by the Company at any time thereafter.
- 14.2 The Company may terminate the Agreement with immediate effect by giving written notice to the Supplier if:
- 14.2.1 the Supplier breaches any material provision of the Agreement and fails to remedy the breach within fourteen (14) days after receiving written notice requiring it to do so; or
- 14.2.2 the Supplier breaches Clause 13;
- 14.2.3 an Insolvency Event occurs in respect of the Supplier; or
- 14.2.4 a notice in writing has been issued by the Company to the Supplier when there is misconduct, fraud or dishonesty on the part of the Supplier in the performance of its obligations under the Agreement.
- 14.3 The termination of the Agreement for any reason whatsoever shall be without prejudice to any rights of the parties, which have accrued prior to termination.
- 14.4 Regardless of expiry or earlier termination of the Agreement, the rights and obligations of the parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the expiry or earlier termination of the Agreement, or any part thereof, will so survive including but not limited to Clauses 6 (Liquidated Damages), 8 (Warranties), 10 (Indemnity), 11 (Intellectual Property Rights), 13 (Confidentiality), 20 (Arbitration) and 27 (Limitation of Liability).
- 15 VARIATION**
- No variation of these Standard Conditions shall apply thereto unless such variation shall have first been expressly accepted in writing by the Company.

16 ASSIGNMENT

- 16.1 The Supplier shall not assign or attempt to assign, or otherwise transfer any right and/or obligation arising out of the Agreement, without the written consent of the Company.
- 16.2 The Supplier shall not delegate or otherwise sub-contract all or any of its obligation(s) under the Agreement without the Company's prior consent in writing.
- 16.3 The Company may, at any time, assign and transfer any or all of its rights, interests, and/or obligations arising out of the Agreement by giving written notice thereof to the Supplier. Any such assignment or transfer shall take effect on the date specified in such notice. In the event that the Company assigns and transfers all its rights, interests, and/or obligations arising of the Agreement, the Company shall be released from all obligations and liabilities arising out of the Agreement; all reference to the Company in the Agreement shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of the Company and such assignee and transferee shall thereafter be entitled to enforce all rights and perform all obligations of the Company.

17 GIFTS, INDUCEMENTS OR REWARDS

- The Company shall be entitled to terminate the Agreement and to recover from the Supplier the amount of any loss, damages, costs, and expenses resulting from such termination, if the Supplier 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 not doing or for having done or not done any action in relation to the obtaining or execution of the Agreement, or for showing or not showing favour to any person in relation to any agreement with the Agreement, or if like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any agreement with the Company, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Act or shall have abetted or attempted to commit such an offence under the said Prevention of Corruption Act.

18 FORCE MAJEURE

- 18.1 For the purposes of the Agreement, a "Force Majeure Event" shall mean any circumstance beyond a party's reasonable control including but without limiting the generality of the foregoing, such circumstance as an act of God, a fire, a state of war, an act of the public enemy, a declaration of a state of emergency by the government, a circumstance seriously disrupting public safety, peace or good order of the Republic of Singapore, an act of terrorism, a flood, a quarantine restriction, an epidemic, any outbreak of disease, a strike or lockout (other than a strike or lockout involving the Supplier's own employees), a riot, a war (declared or undeclared), a civil commotion, vandalism, or malicious mischief and which occurs without the fault or the negligence of the party seeking relief.
- 18.2 If a party ("Affected Party") is wholly or partially unable to perform its obligations because of a Force Majeure Event, then it shall promptly notify the other party of its inability to perform and the nature and extent of the circumstances that amounts to a Force Majeure Event.
- 18.3 Subject to compliance with the provisions of Clause 18.2, the Affected Party's obligation to perform those aforementioned obligations affected by the Force Majeure Event will be suspended for the duration of the delay arising directly out of the Force Majeure Event but the Affected Party shall otherwise comply in full with all its obligations under this Agreement.
- 18.4 Subject to compliance with Clause 18.2, if a delay arising directly out of a Force Majeure Event continues or is likely to continue for more than thirty (30) days, the parties shall draw up and agree to a workaround plan within fourteen (14) days. If a suitable workaround plan cannot be agreed to by the end of the fourteen (14) days, the Company may at its election, by notice to the Supplier in writing, do any of the following:
- 18.4.1 negotiate a variation in accordance with Clause 21 (Variation);
- 18.4.2 cancel the Goods and/or Services affected by the delay; and/or
- 18.4.3 terminate the Agreement;
- without being liable to the Supplier in damages or otherwise.
- 18.5 Notwithstanding the provisions of Clauses 18.1 to 18.4, in the event that the Company's customer(s) exercises a right to suspend or terminate its/their agreement(s) with the Company due to a Force Majeure Event, the Company shall have the right by seven (7) days' prior notice in writing to the Supplier to suspend or terminate the Agreement. In exercising the right under this Clause 18.5, the Company shall not be liable to the Supplier save that the Company shall remain liable to pay the Supplier for the Price of Goods and/or Services delivered / performed and accepted by the Company. The Supplier shall refund the balance of any payment(s) or deposit(s) made after deducting any outstanding sum(s) owed by the Company to the Supplier by reason of this Clause 18.5.

19 REPLACEMENT OF PERSONNEL

- 19.1 Without prejudice to any other rights of the Company under the Agreement, the Company shall have the right to issue a notice in writing to the Supplier notifying the Supplier that, as determined by the Company in its sole discretion, the Supplier's employee(s), officer(s), agent(s) (collectively, "Personnel"):
- 19.1.1 is/are technically incompetent in carrying out the Service(s); and/or;
- 19.1.2 has/have engaged in conduct detrimental to the national security of the Republic of Singapore.
- 19.2 The Supplier shall replace the identified Personnel within seven (7) days from the date of such notice in writing from the Company.

20 ARBITRATION

- Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. There shall be one (01) arbitrator appointed in accordance with the SIAC Rules. The language of the arbitration shall be English

21 APPLICABLE LAW

- The Agreement including these Standard Conditions shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore.

22 ORDER OF PRECEDENCE

- In the event of any conflict between these Standard Conditions and any documents (including without limitation, contracts, tender submission(s), Specification(s), drawing(s) or technical data), unless otherwise agreed to in writing by the parties hereto, the order of precedence shall be:
- LOA;
 - Specification(s);
 - These Standard Conditions;
 - Any other document(s).

23 HEADINGS

- The headings to the Clauses of these conditions are for ease of reference only and shall not affect the interpretation or construction of these Standard Conditions.

24 NOTICES

- Any notice given hereunder to the Company shall be in writing and shall be hand delivered or sent by pre-paid or registered or recorded delivery post to the contact detail(s) for the time being of the Company as set out below and any notice shall be deemed to be given if hand-delivered at the time of delivery, if sent by post as aforesaid forty-eight (48) hours after the same has been posted and if sent by facsimile, upon receipt of confirmation of successful facsimile transmission.

ST Healthcare Pte Ltd
492 Airport Road
Singapore 539945
Facsimile: +65 62855100
Telephone: +65 6488 0627

25 SEVERABILITY

- Should any provisions of these Standard Conditions be found to be illegal, invalid or unenforceable, such finding will not affect the legality, validity or enforceability of any other provisions as though such illegal, invalid or unenforceable provisions had not been included herein.

26 NON-WAIVER

- No supplement modification amendment or waiver of these Standard Conditions shall be binding unless it is in writing signed by the parties hereto. No waiver of any of the provisions of these conditions shall be deemed or shall constitute a waiver of any of the provisions hereof, nor shall such waiver constitute a continuing waiver as otherwise expressed provided.

27 LIMITATION OF LIABILITY

- Notwithstanding any other provision in the Agreement and to the maximum extent permissible under applicable law, in no circumstances shall the Company be liable for any special, incidental, consequential, indirect, exemplary or punitive damages or losses of any kind or for any loss of use, savings, business, contracts, goodwill, profits, revenue or reputation, whether arising under contract, tort, statutory liability or otherwise, regardless of whether such loss or damage was reasonably foreseeable or the Company knows or has previously been advised of the possibility of such loss or damage.

28 GOVERNMENT LICENCES AND REGULATIONS

- The Supplier shall, at its own expense, obtain and maintain all licences and authorizations, including export licenses, and permits and other governmental authorizations or certification required, without any restrictions or qualifications whatsoever so as to enable the Supplier to fulfil all its obligations under the Agreement.

29 RELATIONSHIP OF PARTIES

- Nothing in the Agreement constitutes any relationship of employer and employee or principal and agent between the Company and the Supplier.

30 UNITED NATIONS CONVENTION ON SALE OF GOODS

- The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from the Agreement.

31 RIGHTS OF THIRD PARTIES

- Except as expressly set out in the Agreement, any person not a party to the Agreement shall acquire no rights whatsoever under the Agreement by virtue of the Contracts (Rights of Third Parties) Act or otherwise.