

ST HEALTHCARE PTE LTD
 (Company Registration Number: 199607668K)
 (“Company”)
STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF PRODUCTS 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**”.

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 19.

“**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 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 2001 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 19 below.

“**Foreground Intellectual Property**” means Intellectual Property Right(s) that result from or are generated pursuant to or for the purpose of the Agreement.

“**Products**” means the products 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;

- a) Such party ceases to carry on business;
- b) Such party is or becomes unable to pay its debts when they are due;
- c) Any step is taken by such party to enter into any scheme or arrangement with its creditors;
- d) 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
- e) 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:

- a) Patents, copyrights, rights in circuit layouts, registered designs, trademarks, trade secrets, database rights and any right to have Confidential Information kept confidential; and,
- b) 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 14.

“**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 Products 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 Products 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.

“**Special Condition(s)**” means special terms and conditions agreed in writing between the Company and Supplier as applying to the supply of Products 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 Products and/or Services described in the PO, including any description, design, drawing(s) and/or technical data of the Products 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 Products and/or Services or otherwise acts in any other manner consistent with accepting the order (for example, commencing to design or manufacture the Products).
- 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 PRODUCTS AND/OR SERVICES, COMPLIANCE TEST AND INSPECTION

- 4.1 The Supplier shall supply the Products and/or Services in accordance with the Agreement and 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 Where the Supplier is supplying Products, the Company has the right, exercisable at its absolute discretion, to require the Supplier to send sample(s) of the Products for testing for compliance with the Specifications (“Sample Test(s)”) before the Products are delivered. The Supplier shall arrange Sample Test(s) at its sole cost and expense to be conducted at a test centre accredited by the International Laboratory Accreditation Cooperation or equivalent as designated by the Company (“Accredited Test Centre(s)”). The Sample Test result(s) (“Sample Test Result(s)”) shall be provided to the Company automatically upon first delivery of the Products. Notwithstanding the foregoing, the Company has the right, exercisable at its absolute discretion, to pick random sample(s) from the Products delivered and send such sample(s) to Accredited Test Centre(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 Centre(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 Centre(s) free of charge.
- 4.5 The Company shall not be under any obligation to accept delivery of the Products or any part or unit thereof in the event that such Products did not satisfactorily pass the Sample Test(s).
- 4.6 The Supplier shall supply the Products 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 Products 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 Products and/or Services, or any part of any PO(s) for the Products 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 Company shall have the right to inspect the Products delivered and/or Services performed. In the event that any delivered Products 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 Products, and/or reject the non-confirming Services upon written notification to the Supplier and at the Supplier’s expense.

In the case of Products, the Company may, at its absolute discretion, require the Supplier to collect rejected Products from premises designated by the Company, in which event the Supplier shall do so at its own expense. The Supplier shall replace such Products 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 Products, 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 of the rejected Products 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 Products 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 ("Warranties") shall apply to the aforementioned Products and the benefits of 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 Products sold to the Company passes to the Company upon acceptance of those Products by the Company in accordance with the Agreement.
- 4.13 Unless otherwise specified by the Company in the Agreement, risk in the Products passes to the Company upon acceptance of those Products 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 Unless otherwise agreed by the Company in writing:
- 5.2.1 The Supplier shall issue its invoice for the Products and/or Services within 30 days after (a) delivery and Company's acceptance of the Products and/or Services, or (b) if applicable, a payment milestone has been achieved under any payment schedule. The Supplier shall invoice in such format, and provide supporting information for the invoice, as may be required by the Company.
- 5.2.2 Payment shall be made within 30 days of Company's receipt of Supplier's invoice.
- 5.2.3 The Company shall have no obligation or liability to pay any invoice that is not issued in accordance with Clause 5.2.1. Any late invoices shall be paid at the sole discretion of the Company.
- 5.3 Payment of any invoice is (a) without prejudice to and not a waiver of any rights or remedies of the Company, including any rights regarding non-conformity, defects or warranties; and (b) is not an acceptance that Supplier has fully performed its obligations.
- 5.4 The Price is fixed and firm and, unless otherwise expressly provided in the Agreement, includes:
- 5.4.1 all duties, taxes and other imposts for which Supplier is liable (except GST);
- 5.4.2 all costs and expenses associated with manufacturing, packing, transporting, delivering the Products to or testing the Products at the address stipulated;
- 5.4.3 all insurance costs;
- 5.4.4 all amounts payable for the use of any Intellectual Property Right required for the supply of the Products 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 Products and/or Services as specified in the Agreement (including where the Products are damaged or lost in transit, or the Products and/or Services are short-delivered or the wrong Products 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 19 (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 Products 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 Products 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.
- 6.2 In the case of supply of Products, 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 Products meeting all the requirements to be supplied under these Standard Conditions. Should the Products fail to satisfy the Specifications and hence are rejected, the Products 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 financial institution or insurance company licensed by the Monetary Authority 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 Products 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 Products and/or Services, it shall:
- Supply such Products and/or Services in accordance with the Agreement;
 - 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;
 - 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;
 - Hold and maintain all licenses required or necessary to lawfully provide the Products and/or Services;
 - at its own cost effect and maintain appropriate insurance policies, including but not limited to the following:
 - insurance of the Products up to the time of delivery;
 - adequate public liability insurance coverage for Supplier's liabilities under the Agreement;
 - work injury compensation insurance as required by law; and
 - any other insurance as required by law or specified in the Agreement;
 - upon request by the Company, provide to the Company copies of any certificate of currency proving that all such insurances have been effected; and
 - 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:
- With all due care and skill and by suitably competent and trained personnel;
 - In a good, professional and timely manner; and
 - In accordance with and conforming to the Specifications;
- 8.1.3 all Products will:
- Meet the functional and performance criteria set out in and otherwise conform with the Specifications;
 - Be of a satisfactory quality, and fit for the purpose(s) for which the Products are supplied;
 - Be free of defects in design, materials and workmanship; and,
 - 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 Products and/or Services ("**Warranty Period**").
- 8.2 If the Products 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 Products 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 Products and/or Services without prejudice to any other claim the Company may further pursue.
- 8.3 For any of the Products and/or Services that fails to comply with any 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 Products, 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 Products and/or Services or any part thereof remains unsatisfactory to the Company after replacement or resupply of the Products 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 Products 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 Products 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 Warranties include 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 Products in such a manner as to ensure that the Products arrive at their destination intact and undamaged. The packing shall comply strictly with any special requirements specified by the Company for the transport of Products of a similar nature and construction in particular. The Supplier shall protect the Products 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 Products and/or Services.

10 INDEMNITY

- 10.1 The Supplier Indemnifies and keeps indemnified the Company (including its officers, employees, servants, agents and representatives) 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 and at the Company's option, , 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.
- 10.3 Without prejudice to the generality of the foregoing, if there is a claim by a third party that the Products 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 Products 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 Products and/or Services that comply with the Specifications and are non-infringing; or
- 10.3.3 Modify the Products and/or Services so that they cease to infringe those rights (whilst still complying with the Specifications for the Products and/or Services).
- 10.4 If the Supplier has not complied with Clause 10.3 with respect to the Products 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 Products and/or Services yet to be delivered to the Company and/or return such Products already delivered; and where payment of the Price has not already been made, receive a credit note for the portion of Products 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 Products and/or Services not supplied, terminated, or so returned or a pro-rated portion of such Price of the Products and/or Services where the Company agrees that it has had use of the Products 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, agent 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 Products or any part thereof or otherwise caused by the Products or any part or unit 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 including for the Company to use or receive any Products or Services, 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 Products 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, to complete the supply of the Products 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 or such other premises, immediately upon request by the Company.

13 CONFIDENTIALITY; PERSONAL DATA AND SECURITY

- 13.1 Any data or information relating to the Company's business, information relating to the Products 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. Confidential Information shall also include, without limitation, all documents, media or materials containing or incorporating any Confidential Information together with all copies, extracts or reproductions thereof. Confidential Information shall include Company Personal Data, subject to Clause 13.4.
- 13.2 The Supplier (a) shall ensure Confidential Information is used solely for the purpose for which it is disclosed; (b) shall disclose Confidential Information to its employee(s), officer(s) and/or agent(s) on a need-to-know basis only; and (c) shall take no less than Reasonable Care to safeguard the confidentiality of Confidential Information, including to take all reasonable precautions and adequate measures to (i) prevent the unauthorized disclosure or access of the Confidential Information or any part thereof by any of its employee(s), officer(s), agent(s) or permitted sub-contractor(s); and (ii) preserve the integrity of the Confidential Information and prevent any corruption, damage, destruction or loss of the Confidential Information. "Reasonable Care" being at least the same degree of care that Supplier uses to protect its own confidential information of like kind, but in any event no less than a reasonable standard of care.
- 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. The Supplier shall (a) upon expiry or earlier termination of the Agreement, immediately cease all use of Confidential Information; and (b) within 15 days of expiry or earlier termination of the Agreement, at the option of the Company, return or destroy all Confidential Information, and furnish the Company with a certificate duly signed by the Supplier's director or authorised representative confirming that, having made all proper enquiries, all Confidential Information has been duly returned or destroyed (as the case may be). The

Supplier shall do any of the foregoing in relation to any Confidential Information at any time, if so directed by the Company.

- 13.4 The Supplier shall comply at all times with all applicable laws, including the Personal Data Protection Act, Cyber Security Act and Computer Misuses Act. Without limiting the generality of the foregoing, Supplier acknowledges and undertakes that any personal data or personally identifiable information disclosed to it by the Company (“Company’s Personal Data”) (a) shall be securely used, stored and retained only for the purposes of performance of its obligations under the PO or the Agreement, (b) shall be securely destroyed, at the Company’s directions, or in any event when no longer necessary for performance of its obligations under the PO or Agreement, and Supplier shall furnish the Company with a certificate duly signed by one of the Supplier’s directors confirming that, having made all proper enquiries, all Company Personal Data has been duly destroyed; and (c) shall not be disclosed to any third party, transferred outside of Singapore, or otherwise processed in any way not specifically authorised by this Agreement, without the Company’s prior written consent. If the Supplier receives any directions or requests relating to the Company Personal Data from any third party (including any data subjects, individuals, authorities or regulatory bodies), the Supplier shall immediately inform the Company, co-operate with and assist the Company, and handle such directions or requests only in accordance with the Company’s directions. To the extent Confidential Information consists of and relates to Company Personal Data, Clause 13 shall be generally applicable, provided that the specific terms under this Sub-Clause 13.4 shall prevail over any inconsistent clauses in the rest of this Clause 13.
- 13.5 Notwithstanding any provisions therein, but subject to Clause 13.4, 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.
- 13.6 Supplier shall inform the Company immediately if it is aware or suspects of any breach of Clause 13, or that the security of the Confidential Information (including Company Personal Data) has or may be compromised in any way whatsoever and shall take all steps to recover all Confidential Information, prevent its further disclosure or use, and assist the Company in any investigations or mitigation actions. The Company may (but is not obliged to) provide instructions relating to any such incident, and the Supplier shall comply with the same. For avoidance of doubt, this clause and such instructions shall not impose any liability or obligation on the Company in relation to such incident or instructions or modify or derogate from the Supplier’s obligations relating to the same.
- 13.7 Supplier shall comply with any security requirements as may be imposed by the Company.
- 13.8 The Supplier shall, at a minimum, either:
- 13.8.1 Hold a valid certification under the Cyber Essentials Trustmark (or its equivalent recognised by the relevant national cybersecurity authority), demonstrating baseline cybersecurity hygiene; **or**
- 13.8.2 Successfully complete the company’s Third-Party Security Assessment, achieving a minimum acceptable rating.
- 13.9 The Supplier shall maintain such certification or assessment rating listed in Clause 13.8 throughout the duration of the Agreement. Failure to comply may result in suspension of services or termination of the Agreement at the Company’s discretion.
- 13.10 For the avoidance of doubt, any breach of the provisions of Clause 13 shall entitle the Company to be indemnified by the Supplier under Clause 10.

14 AUDITS AND INVESTIGATIONS

- 14.1 The Company shall be entitled to, at its sole discretion, audit the Supplier to verify and ensure the Supplier’s compliance with any and all applicable laws and regulations and/or the provisions contained in the Agreement. The Company shall give the Supplier two (2) days’ written notice of any such audit, except in the event of any emergency. The Supplier shall, upon the Company’s request, assist the Company (or any other person(s) that the Company may appoint) for the purpose of any such audit, including but not limited to providing at the Supplier’s own cost all information, data, documents, records, surveys and reports regardless of whether requested by the Company and regardless of how stored.
- 14.2 In the event of the Supplier’s and/or the Supplier’s employee(s), officer(s), agent(s), sub-contractor(s) (collectively, “Personnel”) breach of any provisions or obligations contained in the Agreement OR where there has been an incident or occurrence potentially giving rise to the same:
- 14.2.1 the Supplier shall forward immediately to the Company, any information, data, documents, records, surveys and reports prepared by the Supplier arising from and/or relating to the Supplier’s investigation or survey of any such breach, regardless of whether requested by the Company and regardless of how stored; and
- 14.2.2 The Company shall be entitled, at its sole discretion, to investigate any such Supplier’s and/or Personnel’s breach and the Supplier and/or Personnel shall, upon the Company’s request, assist the Company (or any other person(s) that the Company may appoint) for the purpose of any such investigation, including but not limited to providing any information, data, documents, records, surveys and reports regardless of whether requested by the Company and regardless of how stored.
- 14.3 For the avoidance of doubt, Clauses 14.1 to 14.2 shall not (a) affect, detract or derogate from the Supplier’s liabilities and obligations as set out in the Agreement; or (b) impose or impute upon the Company any liability or obligation beyond that which is expressly set out in the Agreement.

15 TERMINATION

- 15.1 The Company may terminate the Agreement, either in its entirety or in part, for convenience by giving the Supplier thirty (30) days' written notice without being liable to the Supplier in damages or otherwise except in accordance with, and subject to Clause 15.3.
- 15.2 The Company may terminate the Agreement with immediate effect by giving written notice to the Supplier if:
- 15.2.1 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
- 15.2.2 the Supplier breaches Clause 13;
- 15.2.3 an Insolvency Event occurs in respect of the Supplier; or
- 15.2.4 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.
- 15.3 In the event of any termination, without prejudice to the Company's rights or remedies, (a) the Company shall be liable only for a pro-rated portion of the Price applicable for Products and/or Services received, used and accepted by the Company, up to the effective date of termination; and (b) there shall be a pro-rated refund of any advanced payment or prepaid fees attributable to the Products and/or Services that has not been received, used, and accepted by the Company, post the effective date of termination,.
- 15.4 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.
- 15.5 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; Personal Data and Security), 21 (Mediation) and 30 (Limitation of Liability).

16 VARIATION

No variation of these Standard Conditions shall apply thereto unless such variation shall have first been expressly accepted in writing by the Company.

17 ASSIGNMENT

- 17.1 The Supplier shall not subcontract or assign the Agreement or any part thereof without the written consent of ST Logistics. Where the Supplier has subcontracted or assigned any part of this Agreement, the Contractor shall remain responsible for its obligations under this Agreement, and Contractor shall ensure its subcontractors comply with all the Contractor's obligations under this Agreement, including (but not limited to) any security, confidentiality, personal data, and audit requirements.
- 17.2 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 enforces all rights and perform all obligations of the Company.

18 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.

19 FORCE MAJEURE

- 19.1 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.
- 19.2 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.
- 19.3 Subject to compliance with the provisions of Clause 19.2, 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.

- 19.4 Subject to compliance with Clause 19.2, 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 of the Force Majeure Event. 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:
- 19.4.1 negotiate a variation in accordance with Clause 16 (Variation);
 - 19.4.2 cancel the Products and/or Services affected by the delay; and/or
 - 19.4.3 terminate the Agreement;
- without being liable to the Supplier in damages or otherwise.
- 19.5 Notwithstanding the provisions of Clauses 19.1 to 19.4, 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 19.5, the Company shall not be liable to the Supplier save that the Company shall remain liable to pay the Supplier for the Price of Products 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 19.5.

20 REPLACEMENT OF PERSONNEL

- 20.1 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 Personnel:
- 20.1.1 is/are technically incompetent in carrying out the Service(s); and/or;
 - 20.1.2 has/have engaged in conduct detrimental to the national security of the Republic of Singapore.
- 20.2 The Supplier shall replace the identified Personnel within seven (7) days from the date of such notice in writing from the Company.

21 MEDIATION

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 mediation in Singapore in accordance with the mediation procedure of the Singapore Mediation Centre.

22 APPLICABLE LAW AND JURISDICTION

The Agreement including these Standard Conditions shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the parties agree to submit to the exclusive jurisdiction of the Singapore courts.

23 SUPPLIER CODE OF PRACTICE

The Supplier shall comply with the ST Logistics Supplier Code of Practice set out in the Company's website at <https://www.stlogs.com/wp-content/uploads/2026/05/STL-Supplier-Code-of-Practice-2026.pdf>. The Company shall have the right to terminate, discontinue, suspend or withdraw from the Agreement either in its entirety or in part with immediate effect if the Supplier fails to comply with the ST Logistics Supplier Code of Practice.

24 PROGRESSIVE WAGE MARK

- 24.1 Subject to Clauses 24.2 and 24.3, throughout the duration of the Agreement, a Supplier who is Progressive Wage (PW) Mark-Eligible shall:
- (a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority (individually and collectively, "PW Mark");
 - (b) ensure that each Subcontractor who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark throughout the duration of the Agreement;
 - (c) notify the Company of any change to the PW Mark accreditation status of the Supplier or any of its Subcontractors within fourteen (14) days after the change; and
 - (d) replace any Subcontractor who is PW Mark-Eligible that fails to maintain a valid PW Mark throughout the duration of the Agreement with another Subcontractor approved in writing by the Company within fourteen (14) days of the Supplier being notified of such failure. The Supplier shall comply with Clauses 24.1(b) to (d) in respect of any replacement Subcontractor.
- 24.2 If at the time of PO issuance, the Supplier who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the Company shall have the right to exempt the Supplier from compliance with Clause 24.1(a) for such period of time as determined by the Company.
- 24.3 If at the time of order issuance, the Supplier who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Supplier shall:
- (a) be exempted from compliance with Clause 24.1(a) during the period where the initial application for the PW Mark is being processed by the relevant authority. The Company may extend the period of exemption by one or more consecutive periods as determined by the Company; and
 - (b) notify the Company of the outcome of the Supplier's application(s) for the PW Mark within fourteen (14) days after the date of receipt of the outcome of the application, and provide the Company with the e-Certificate as proof of the successful application (if any).
- 24.4 If a Supplier who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of the Agreement, the Supplier shall comply with all the following:

- (a) notify the Company on its eligibility for the PW Mark within fourteen (14) days after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages;
- (b) apply for a PW Mark by the end of the third month of employment of the relevant Local Resident Worker(s) referred to in Clause 24.4(a);
- (c) provide the Company with proof of its application for a PW Mark within fourteen (14) days after the date of submission of the application;
- (d) notify the Company of the outcome of the Supplier's application for PW Mark within fourteen (14) days after the date of receipt of the outcome of the application, and provide the Company with the e-Certificate as proof of the successful application (if any); and
- (e) maintain a valid PW Mark for the remaining duration of the Agreement.
- 24.5 A Supplier who is not PW Mark-Eligible shall comply with all the following:
- (a) ensure that each Subcontractor who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark throughout the duration of the Agreement;
- (b) notify the Company of any change to any Subcontractor's PW Mark accreditation status within fourteen (14) days after the change; and
- (c) replace any Subcontractor who is PW Mark-Eligible that fails to maintain a valid PW Mark throughout the duration of the Agreement with another Subcontractor approved in writing by the Company within fourteen (14) days of the Supplier being notified of such failure. The Agreement shall comply with Clauses 24.5(a) to (c) in respect of any replacement Subcontractor.
- 24.6 The Company shall have the right to terminate the Agreement by giving thirty (30) days' prior written notice to the Supplier if the Supplier fails to comply with any of the provisions in Clauses 24.1, 24.3(b), and 24.4 and 24.5.
- 24.7 For the purposes of this Clause 24, unless the context otherwise requires —
- "PW Mark-Eligible" in relation to an employer, means an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages.
- "Local Resident Worker" means an employee who is a Singapore Citizen or Permanent Resident.
- "Sectoral Progressive Wages" mean the progressive wage structure implemented for specified sectors under the Progressive Wage Model.
- "Occupational Progressive Wages" mean the progressive wage structure implemented for specified occupations under the Progressive Wage Model.

25 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).

26 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.

27 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. A notice may also be given to the Company through electronic mail ("email") for General Enquiry and Healthcare matters only, in which case, the time and place of despatch and receipt of the email shall be construed with reference to Section 13 of the Electronic Transactions Act (Cap. 88).

General Enquiry:

ST Healthcare Pte Ltd
Toll City 60 Pioneer Road Singapore 628509
Email: contact.sthealthcare@stlogs.com

28 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.

29 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.

30 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.

31 GOVERNMENT LICENCES AND REGULATIONS

The Supplier shall, at its own expense, obtain and maintain all licences and authorisations, including export licenses, and permits and other governmental authorisations or certification required, without any restrictions or qualifications whatsoever so as to enable the Supplier to fulfil all its obligations under the Agreement. Without prejudice to the generality of Clause 10, the Supplier shall indemnify the Company for any penalties as a result of the Supplier's failure to obtain and maintain any of the said licences and authorisations and in addition the Company reserves the right to claim full compensation in the event of the whole or any part of the Agreement and/or PO not being completed as a result of such failure.

32 RELATIONSHIP OF PARTIES

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

33 UNITED NATIONS CONVENTION ON SALE OF PRODUCTS

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

34 SANCTIONS AND TRADE CONTROLS

Without prejudice to Clauses 31 (Government Licences and Regulations), the Supplier represents and warrants that:

- (a) the supply, transportation, importation, exportation and onward transfer of the Products and/or Services under this Agreement, including to any government or military end-user notified by the Company to the Supplier, do not require the Company or such end-user to obtain any trade-related licence, permit or authorisation, and where any such licence, permit or authorisation is required of the Supplier, it shall be obtained and maintained at the Supplier's own cost;
- (b) the supply of Products and/or Services under this Agreement does not violate any applicable export control, import control, economic or trade sanctions law or regulation, including but not limited to those administered by the United States, United Kingdom, European Union, United Nations, Australia, Canada, People's Republic of China, or the country of origin or destination of the Products and/or Services, in each case to the extent applicable to the Products and/or Services or the transaction;
- (c) neither the Supplier nor any person directly or indirectly involved in the supply of the Products and/or Services is designated on any list of prohibited or restricted parties or persons maintained by any competent governmental authority, including but not limited to the U.S. Commerce Department Denied Persons List or Entity List, U.S. Treasury Department Specially Designated Nationals List, UK Sanctions List, EU sanctions list, Australian Consolidated List, People's Republic of China Unreliable Entity List, or any other applicable sanctions or denied-party list;
- (d) to the best of its knowledge and belief, the Products and/or Services have not been supplied by the Supplier in circumstances where the Supplier knew or had reason to know that the Products and/or Services were intended for use in the design, development, production, stockpiling or deployment of missile technology, nuclear, chemical or biological weapons, or any other end-use prohibited under applicable law or regulation;
- (e) the Supplier shall, in respect of all Products and/or Services subject to applicable export control laws and sanctions laws, conduct all required due diligence, including screening the end-user and related parties against all relevant restricted party and sanctions lists, and shall obtain, at its own cost, any licence, permit, end-user certificate or other authorisation required for the supply or transfer of the Products and/or Services, irrespective of whether the Products and/or Services are procured for government, military, or commercial end-use;
- (f) the Products and/or Services are not subject to the U.S. International Traffic in Arms Regulations (ITAR); or if they are or may be, the Supplier shall notify the Company in writing as soon as practicable and in any event prior to delivery, and shall be responsible for obtaining all licences and authorisations required for the export, re-export and transfer of the Products and/or Services under this Agreement; and
- (g) the Supplier shall not, directly or indirectly, take or omit to take any action which is intended to, or would reasonably be expected to, evade, avoid or circumvent any applicable export control, import control, trade sanctions or other trade restriction law or regulation, including by:
 - (i) structuring the supply, sale, export, re-export, transfer or onward transfer of the Products and/or Services through one or more intermediaries, agents, distributors, subcontractors or other third parties;
 - (ii) using indirect shipping routes, trans-shipment points, re-routing, or changes to destination, end-user or end-use; or
 - (iii) otherwise entering into or participating in any arrangement or transaction that has the purpose or effect of avoiding or defeating the application of such laws or regulations; and

(h) the Supplier shall at all times comply with all applicable laws, regulations, rules, orders and requirements of any governmental authority relating to export controls, import controls, trade sanctions and restrictions, in any jurisdiction applicable to the Products and/or Services, the Supplier or the transaction, and shall obtain and maintain all licences, permits, authorisations and approvals required thereunder.

35 RIGHTS OF THIRD PARTIES

Except as expressly set out in the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act to enforce any term of the Agreement.

Insurance Schedule

This Insurance Schedule (“**Schedule**”) shall be incorporated into and deemed an integral part of the supply contract between the Company and the Contractor (“**Contract**”). To the extent there is any conflict or ambiguity between the Contract and this Schedule, this Schedule shall prevail to the extent it relates to insurance requirements. Capitalised terms not defined herein shall have the same definition as under the Contract.

Definitions

“**Company**” means ST Logistics Pte Ltd and/or ST Healthcare Pte Ltd and/or subsidiaries companies and/or affiliated companies and/or associated companies all as now exist or may hereafter be formed, acquired or constituted including their interests as may appear in partnerships and joint ventures for their respective rights and interests.

“**Contractor**” means the contracting supplier company (who is providing the goods and/or services to the Company) and/or subsidiaries companies and/or affiliated companies and/or associated companies and/or its subcontractors all as now exist or may hereafter be formed, acquired or constituted including their interests as may appear in partnerships and joint ventures for their respective rights and interests.

Insurance requirements

1. The Contractor shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers with Minimum S&P ratings of “A-” or equivalent, the insurance coverage set out [below] throughout the term of this contract. The Contractor shall ensure that the insurance coverage stipulated in this Schedule will be primary, non-contributing with respect to any other insurance or self-insurance which may be maintained by the Company, include a waiver of subrogation in favour of the Company and a waiver of any insured-versus-insured exclusion with regards to the Company. The Contractor shall cause the insurance policies stipulated in this Schedule to contain a “Severability of Interests” or “Cross Liability” clause which states that, in the event of one (1) insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party. Each insurance policy shall name the Company as additional insured and expressly provide that the Company shall have no responsibility for any premiums, assessments, warranties or representations in connection with any such insurance. The Contractor warrants that it has and undertakes that it shall at all times have in place and comply with the insurance requirements set out in this Schedule, notwithstanding other relevant insurance policy that is required as per the scope of work set out by the Company.
2. Upon request, the Contractor will promptly provide the Company with evidence of such insurances. If the Contractor fails upon request to produce to Company satisfactory evidence that there is in force any of the insurances required under this Contract or fails to comply with any obligation under this Schedule, then and in any such case Company may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and the Contractor shall reimburse Company on demand the amount of the premium(s) so paid and Company may from time to time deduct the amount(s) so paid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Company.
3. The Contractor must notify Company immediately of any cancellation of any of the insurance policies required under this Contract and of any change to those policies which materially affects Company’s interests.
4. The Contractor shall not do or omit to do or suffer anything to be done which might render any insurance effected by it void or voidable or otherwise result in the insurer(s) being released from liability therefrom.
5. Notwithstanding anything, the Contractor shall not rely on the lack of insurance coverage and/or inadequacy or insufficiency of any insurance coverage that it may have procured to limit or waive its liability. For the avoidance of doubt, nothing herein shall be construed as a derogation, limitation or waiver of the Contractor’s liability to Company arising under the Contract.
6. The Contractor shall, at his own cost and expense, before commencing any work under this Contract, take out and/or maintain (if such insurance policies are already in force) all of the following insurance policies (if applicable) for the duration of the Contract:

A. Work Injury Compensation Insurance

The Work Injury Compensation Insurance to be effected by Contractor shall have or meet all the following:

- i. indemnify the Contractor against Statutory Liability under The Work Injury Compensation Act 2019; and
- ii. include Common Law coverage for all damages payable to any one claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall be S\$10,000,000 and include Company in its capacity as “Principal” as additional insured with waiver of subrogation.

B. Comprehensive General Liability/ Public Liability Insurance

The Public Liability Insurance to be effected by Contractor shall have or meet all the following:

- i. Provide coverage in the policy to indemnify loss or damage to third party property damage arising from the execution of the Works arising out of or in the course of carrying out this Contract; for death, bodily or person injury suffered by third parties; This will be accordance to the limit of liability as per table below.
- ii. Have a minimum coverage of at least the required limit as shown in the table below for the respective contract value/price for any one occurrence and unlimited in aggregate. Claims by other customers of Contractor shall not erode coverage for the Company.

Value of Contract (SGD)	Limit of Liability any one accident for Public Liability Insurance Policy	Any one period
Where the contract price does not exceed Singapore Five Hundred Thousand dollars (SGD 500,000)	At least SGD 1 million for any one occurrence	Unlimited
Where the contract price exceeds Singapore Five Hundred Thousand dollars (SGD 500,000) but does not exceed Singapore Five million dollars (SGD 5,000,000)	At least SGD 2.5 million for any one occurrence	Unlimited
Where the contract price exceeds Singapore Five million dollars (SGD 5,000,000) but does not exceed Singapore Ten Million dollars (SGD10,000,000)	At least SGD 5 million for any one occurrence	Unlimited
Where the contract price exceeds Singapore Ten million dollars (SGD 10,000,000)	At least SGD 10 million for any one occurrence	Unlimited

C. *Bailees'/ Freight Forwarder Liability and/or Marine Cargo/ Inland Transit Insurance

(This insurance is applicable for transportation/distribution contracts where Contractor takes custody of cargo during transit and/or storage)

The relevant Insurance to be effected by Contractor shall have or meet all the following:

- i. Provide coverage in the policy to indemnify the Company and/or its customers' cargo and related liabilities in respect of claims arising out of the Contractor's legal liabilities as a Bailee/ Freight Forwarder / transporter for i) physical loss of or damage to Cargo provided as set out in the contract and/or consequential loss arising directly from the physical loss or damage; made by a third party in respect of incorrect or wrongly delivery of Cargo provided, unwittingly and unintentionally released the Cargo, fraudulently released the Cargo, or delay in handling Cargo.
- ii. Have a minimum coverage sufficient to cover the legal liability as stated in the indemnity clause of the contract requirement or on a full value all loss basis for any one occurrence.
- iii. The Company and/or its customers' Cargo and its liabilities as stipulated in the Scope of Work in the contract that is delivered by the Contractor must not be excluded in the insurance policy, notwithstanding whether any declaration of such goods and services have been made by the Company. It is the responsibility of the Contractor to procure appropriate insurance policy to ensure all goods and services within the scope of work are adequately insured and adhere to the performance of work required by the Company, such as, but not limited to proper mode of transportation, all laws and regulations, and the Company or its Customers Standard Operation Procedures.

D. *Professional Indemnity Insurance

(This insurance is applicable for contracts where Contractor provides professional services involving advisory and/or consultation)

The relevant Insurance to be effected by Contractor shall have or meet all the following:

- i. Insure in respect of the Contractor's legal liability to pay arising from any claim made against the Contractor for all losses, damages, defence costs and expenses incurred in the investigation, defence and/or settlement of any claim as a direct result of any negligent act, error or omission in the professional conduct of their business or any partner or previous partner or any person or party employed or engaged by the Contractor including sub-contractors, agents or consultants acting on Contractor's behalf and for whom the Contractor are responsible.
- ii. Be extended to Company to be included as an additional insured under the Contractor's Professional Indemnity policy in respect of claims arising out of Contractor's acts, errors, or omissions in the performance of the services under the contract.

E. *Industrial All Risk Insurance

(This insurance is applicable for contracts where Contractor provides warehousing and/or storage services)

The relevant Insurance to be effected by Contractor shall have or meet all the following:

- i. Insure against all risk and damage to all property held in care, custody and control (including loss or damage to Equipment loaned to the Company and/or to the property of the Company, and for loss or damage suffered or incurred by the Company by all risks and perils, including but not limited to fire, explosions, electrical damage, water damage) in the demised property.
- ii. Undertakes that all property insured under this contract shall be declared at its full value on a replacement basis. The Vendor shall ensure that the sum insured represents the full replacement value of the property at all times during the term of this contract.

F. *Cyber Insurance

(This insurance is applicable for contracts where Contractor provides IT/Cyber solutions services involving software, hardware and related infrastructure)

The relevant Insurance to be effected by Contractor shall have or meet all the following:

- i. Insure against losses arising from data breaches, network security failures, and cyber extortion, including provisions for first-party and third-party liability, such as costs associated with notification, remediation, legal expenses, and regulatory fines.

G. Any insurance which the Contractor considers necessary to cover any risks that may be present in the delivery of the Services.

H. Any insurance which is compulsory under applicable laws for the Contractor to have.

I. The Company's decision to amend the insurance requirements relative to the Contractor's performance of this contract shall be final on a case-by-case basis. Contractor may counter propose on the insurance requirement should there be any deviations.