

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

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1. DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

- (a) "Bidder" means a person or his permitted assigns offering to supply the Goods and/or Services and shall be deemed to include two or more persons if appropriate.
- (b) "Consortium" means an unincorporated joint venture through the medium of a consortium or partnership.
- (c) "Contract" includes Instructions to Bidders, Conditions of Contract, Requirements Specifications, Letter of Award and any Works Orders issued by the University to the Contractor for the supply of the Goods and Services.
- (d) "Contractor" means the successful Bidder who had been awarded the Contract to supply the Goods and Services to the University.
- (e) "Contract Value" means the value of the Goods and Services stated in the Form of Tender (if any) and/or any other document submitted by the Bidder to and approved by the University.
- (f) "Goods" means the goods which the Contractor is required to supply, deliver and/or install/test/commission (if required under the Requirements Specifications) pursuant to this Contract.
- (g) "Parties or Party" means the University and the Contractor or each of them as the case may be.
- (h) "Person" includes a corporation or an incorporated association.
- (i) "Services" means the work which the Contractor is required to perform under the Contract as set out in the Requirements Specifications.
- (j) "Site" means the University's campus at 8 Somapah Road Singapore 487372 or such other address as the University may substitute by giving notice to the Contractor in writing.
- (k) "Third Party" means any person who is not a Party to this Contract.
- (l) "University" means the Singapore University of Technology and Design and includes any officer authorised by the Singapore University of Technology and Design to act on its behalf.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

1.4 All documents forming the Contract are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Conditions of Contract and the other documents forming the Contract, the Conditions of Contract shall be given precedence.

2. CONTRACTOR'S OBLIGATIONS

2.1 The University hereby appoints the Contractor and the Contractor hereby agrees to undertake the obligations under this Contract:

- (a) Supply and deliver the Goods to the University free from all encumbrances for the duration of the Contract;

- (b) Perform the Services specified in the Requirements Specifications for the duration of the Contract in accordance with the timelines agreed between the Parties; and
- (c) Do all things which are necessary or reasonably to be inferred from this Contract.

2.2 The Contractor grants the University the option(s), if any, set out in the Requirements Specifications. The University shall be entitled to exercise the option(s) by giving written notice to the Contractor in accordance with the timelines agreed between the Parties. Unless otherwise specifically agreed between the Parties, any purchase made by exercise of such option(s) shall be subject to the same terms and conditions (inclusive of any amendments) in this Contract, and any goods and/or services so purchased shall form part of the Goods and Services defined in this Contract.

3. PURCHASE PRICE AND PAYMENT TERMS

- 3.1 All payments are made in Singapore Dollars unless agreed otherwise with the University. All prices in the Contractor's quotations are not subject to adjustment. The Contractor, shall at its own costs, obtain and maintain such licences and authorisations including export licences, permits and other governmental authorisations or certification which are required to enable the Contractor to fulfill its obligations under this Contract and the University shall not be required to pay any additional sum above the prices shown in the Contractor's quotations for the same. The University shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply of the Goods and Services to the University.
- 3.2 Unless agreed otherwise by the University in writing, thirty (30) days after the delivery of the Goods and Services and the University's receipt of the Contractor's bills/invoices, the University will make payment to the Contractor of the full value of the Goods so delivered or the Services so performed provided that no payment shall be considered as evidence of the quality of any Goods or Services to which such payment relates nor shall it relieve the Contractor from his obligations under this Contract.
- 3.3 Without prejudice to the University's other rights under this Contract, if the Contractor owes the University any payment or debt (the "Outstanding Amount") under this Contract, the University shall have the right to:
- (a) withhold any moneys payable by the University to the Contractor pursuant to this Contract until the Outstanding Amount is satisfied; or
 - (b) deduct the Outstanding Amount from any moneys payable by the University to the Contractor pursuant to this Contract.

4. PACKAGING AND DELIVERY

- 4.1 The Contractor shall ensure that the Goods are adequately packed and secured in such a manner as to withstand rough handling during transportation and to reach their destination in good condition. Any of the Goods that is found to be below standard or damaged owing to inadequate or improper packing shall be repaired or replaced by the Contractor without charge to the University.
- 4.2 The Contractor shall be responsible for delivering the Goods to the Site and shall ensure that:
- (a) No damage is done to the Site (including building structures, fittings, furniture, equipment and floors) and to restore any and all damaged parts of the Site to their original condition;
 - (b) The safety and security of the Site, the University's staff, employees, visitors are not compromised in the process.

5. TIME OF DELIVERY

5.1 Time is of the essence in this Contract. The Contractor shall supply and deliver the Goods purchased by the University to the Site and perform the Services in accordance with the timelines agreed between the Parties.

6. WARRANTY

6.1 The Contractor warrants that the Goods supplied:

- (a) are free from defects in material and workmanship and fit for their purpose;
 - (b) include the scope of work and items agreed by the Parties as set out in the Requirements Specifications/Contract;
 - (c) conform to all standards, specifications or descriptions agreed by the Parties;
 - (d) comply with all applicable international, federal, state and local laws, rules and regulations (including, without limitation, those concerning health, safety, and environmental standards) which bear upon the Contractor's performance;
 - (e) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by the University, and
 - (f) are not restricted for usage by the University in any way by any pre-existing patents, copyrights, mask work, trademark, trade secrets, or intellectual property, proprietary or contractual right of any third party
- for such period as may be specified in the Requirement Specifications ("Warranty Period").

6.2 The Goods so supplied are subject to inspection and testing (where appropriate) by the University at any time and place.

6.3 In addition to and without prejudice to any other rights of the University under this Contract, in the event the Contractor fails to deliver the Goods or perform the Services in accordance with the agreed timelines or the Goods and Services furnished are found to be damaged, defective, deficient or otherwise fail to conform to the specifications in this Contract, the University may in its absolute discretion,

- (a) reject the Goods or Services in whole or in part and require the Contractor to remove or replace or completely repair the defective Goods or otherwise completely rectify all defects to or deficiencies in the Goods or Services or make good the damage or carry out such other corrective action as may be required to enable the Goods and Services to conform to the specifications in this Contract, to the University's satisfaction, without charge, or
- (b) require a reduction in price which is equitable under the circumstances.

6.4 If the Contractor is unable or refuses to comply with its obligations in clause 6.3 within a time deemed reasonable by the University, the University may terminate this Contract in whole or in part and/or purchase the replacements for the Goods or Services elsewhere or rectify or make good any defects, deficiencies or damage in any manner it deems necessary, including but not limited to having defects or deficiencies rectified by other contractors. The Contractor agrees to bear all costs, losses and expenses so incurred by the University and such costs, losses and expenses may be deducted from any money due to the Contractor under this Contract.

7. TITLE AND RISK

7.1 Title to the Goods shall pass from the Contractor to the University upon delivery or (if installation, testing or commissioning of the Goods is required under the Contract) upon successful installation, testing or commissioning of the Goods.

7.2 The risk of loss or damage to the Goods shall pass from the Contractor to the University after the receipt of the Goods by the University in Singapore. Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the University.

8. RIGHTS OF THIRD PARTIES

- 8.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

9. GIFTS, INDUCEMENTS OR REWARDS

- 9.1 The University may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor 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 to forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the University or for showing or forbearing to show favour to any person in relation to any contract with the University, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the University, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the relevant provisions of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the relevant provisions of the Penal Code or the Prevention of Corruption Act.

10. SUB-CONTRACTING AND ASSIGNING

- 10.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the University.

11. FORCE MAJEURE EVENT

- 11.1 Neither Party will be liable for any failure or delay in performing any of its obligations under this Contract if and to the extent the failure or delay is directly due to one of the following: fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action or any other similar events beyond its reasonable control which affects the general public (each a "Force Majeure Event") provided that the Party affected by the Force Majeure Event is without fault and the failure or delay could not have been prevented by reasonable precautions.
- 11.2 Subject to the Party who has been delayed promptly telling the other Party in writing of the reasons of the delay and the likely duration of the delay; and using reasonable efforts to perform its obligations under this Contract or to mitigate the impact of its non-performance, notwithstanding the Force Majeure Event, the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted an extension of time for performance equal to the period of the delay.
- 11.3 If the Force Majeure Event shall continue for a period exceeding thirty (30) days or the extension of time granted under this clause exceeds thirty (30) days in the aggregate, either Party may terminate this Contract by giving seven (7) days' prior written notice to the other Party without being liable therefore in damages or compensation.

12. REPLACEMENT OF PERSONNEL

- 12.1 Without prejudice to the University's other rights under this Contract, the University may issue a written notice to the Contractor that any or all of his employees, consultants, sub-contractors, suppliers and agents (collectively "Personnel") of the Contractor, in the University's sole determination:
- (a) are technically incompetent in carrying out the Services; or
 - (b) have engaged in conduct detrimental to national security.

- 12.2 The Contractor shall replace the said Personnel within seven (7) days from the date of such written notice from the University.

13. NOTICE OF DEFAULT

- 13.1 In addition to and without prejudice to any other rights of the University under this Contract, if the Contractor breaches any of the terms and conditions in this Contract, the University may in its absolute discretion, issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within seven (7) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the University shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the University being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

14. RIGHT OF TERMINATION

- 14.1 Without prejudice to the University's other rights under this Contract, the University shall be entitled to terminate this Contract immediately by written notice to the Contractor in the following circumstances:

- (a) if the Contractor commits any breach of the terms and conditions of this Contract and fails to remedy the same within a period of seven (7) days from the Contractor's receipt of the University's written notice giving particulars of the breach and requiring it to be remedied;
- (b) any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Contractor;
- (c) the Contractor makes any voluntary arrangement with its creditors or becomes subject to an administration;
- (d) an order of court is made to wind up the Contractor or to place it under judicial management or a resolution is passed by the members of the Contractor for its winding up or liquidation;
- (e) any distress or execution is levied or enforced in relation to any of the assets of the Contractor;
- (f) the Contractor ceases to carry on business or becomes insolvent.

- 14.2 In addition to the rights set out above, the University may at any time upon giving (1) month's notice in writing to the Contractor of its intention to do so, terminate this Contract, without cause.

15. CONSEQUENCES OF TERMINATION

- 15.1 In the event of termination under this Contract for any reason,
- (a) the Contractor shall cease work forthwith or as soon as practicable and without undue delay, take such steps that are necessary to bring an end to the Services which are terminated and to reduce expenditures to a minimum. The University shall not be obliged to make any payment in respect of or incidental to work which the Contractor has not yet proceeded with at the date of termination;
 - (b) the Contractor shall refund to the University on a pro-rata basis, all payments made in advance or previously paid to the Contractor under this Contract for the periods for which the relevant Services have not yet been carried out under this Contract provided always that such refunds as aforesaid shall not prejudice or affect any right of action or remedy

which shall have accrued or shall thereafter accrue to the University as a result of the termination of this Contract due to the Contractor's breach; and

- (c) the University shall have the right to purchase from other sources all the Goods which are defective or remain undelivered and the Services which are deficient or remain unperformed at the time of termination or similar Goods and Services, and in the event of termination of this Contract for cause by the University, any increased costs shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable from the Contractor as damages. .

15.2 The expiry or earlier termination of this Contract for any reason by any Party shall not relieve the Parties of their obligations hereunder including warranties, remedies, promises of indemnity and confidentiality (where applicable) which by their nature survive such expiration or termination.

16. CANCELLATION OF GOODS ORDERED

16.1 The University may for any reason and at any time, at its option cancel any Goods ordered in this Contract. Where the Contract covers Goods manufactured or fabricated to the University's specifications, the Contractor shall immediately cease all performance hereunder upon receipt of notice of cancellation, and, if the Contractor is not in default, the University shall reimburse the Contractor for the price of such Goods which have, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such Goods shall pass to the University. Unless the University instructs the Contractor otherwise, the Contractor agrees that it will not manufacture Goods in reserve in an amount greater than the number of manufactured Goods that it has shipped to the University at any one time.

17. CONFIDENTIALITY AND DATA PROTECTION

17.1 Except with the prior written consent of the University, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions/terms thereof or any information or Personal Data (as defined in clause 17.7 herein) issued or furnished by or on behalf of the University in connection therewith to any person not employed by the Contractor.

17.2 In addition to the foregoing, the Contractor shall not make use of any information or Personal Data obtained directly or indirectly from the University or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the University.

17.3 The Contractor shall not publish or release, nor shall it allow the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the University.

17.4 The Contractor shall not use the name, logo or trademarks of the University, or any abbreviation thereof, without the prior written consent of the University.

17.5 To the extent that the Contractor has access to or receives Personal Data from the University:

- (a) The Contractor represents and warrants to the University that it has at all times complied with the requirements of the Personal Data Protection Act of Singapore ("PDPA") in respect of the Contractor's collection (if applicable), use, processing, disclosure (if applicable), protection, retention and other handling of such Personal Data, and the Contractor undertakes to continue to comply with the aforesaid requirements of the PDPA in respect of such Personal Data; and
- (b) The Contractor shall not transfer any such Personal Data outside Singapore without the written consent of the University.

- 17.6 To the extent that the Contractor discloses Personal Data to the University, the Contractor undertakes to the University that, by the time of such disclosure:
- (a) the Contractor will have obtained all the necessary consents from the relevant individuals to whom the Personal Data relates, for the disclosure of their Personal Data to the University for the University's collection, use and/or disclosure for the purposes of this Contract; and
 - (b) such consents have not been withdrawn.

- 17.7 "Personal Data" means data, whether true or not, about an individual which can be identified
- (a) From the data; or
 - (b) From that data and other information to which the Contractor has or is likely to have access.

18. VARIATION OF CONTRACT

- 18.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the University.

19. TAXES, FEES AND DUTIES

- 19.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, in carrying out its obligations under the Contract.
- 19.2 If the University receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the University may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the University to comply with the terms of the said request.

20. GOVERNMENT REGULATIONS

- 20.1 The Contractor shall, at its own costs, obtain and maintain all licences and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfill all its obligations under the Contract.

21. INDEMNIFICATION OF UNIVERSITY

- 21.1 The Contractor agrees that it will indemnify and keep indemnified the University, its officers, employees, agents and representatives from and against all claims, cost, damages, debt, expense, liability, loss, suit, action, demand, cause of action, proceeding or judgment of any kind which are made or brought against or suffered or incurred by the University and arise directly and/or indirectly out of or in connection with any act or omission or otherwise in the performance of this Contract by the Contractor.
- 21.2 In the event of the University (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the University, its officers or departments against such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused by the gross negligence or willful default of the University, its officers or agents.

22. APPLICABLE LAW

22.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

23. DISPUTE RESOLUTION

23.1 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

23.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with clause 23.1.

23.3 Failure to comply with clauses 23.1 or 23.2 shall be deemed to be a breach of this Contract.

23.4 In the event that the dispute cannot be resolved after submission to mediation pursuant to clause 23.1 within a period of thirty (30) days or such other period as may be agreed between the Parties, either Party may refer that dispute to the Courts of Singapore who shall have exclusive jurisdiction.

24. CONSORTIUM

24.1 This Clause shall apply where the Contractor is a Consortium.

Joint and Several Responsibility

24.2 Each member of the Consortium i.e. the individual companies or partners who collectively formed the Consortium shall be jointly and severally responsible/liable to the University for the due performance of the Contract.

Addition of members to Consortium

24.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the University.

24.4 Should additional member(s) be added to the Consortium at any time with the approval of the University, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

24.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) this Contract shall continue and not be dissolved, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

25. INTELLECTUAL PROPERTY

25.1 Upon the payment by the University to the Contractor for the Services, all intellectual property rights in any materials or documents created or commissioned by the Contractor for the University pursuant to and/or for the purpose of performing the Services under this Contract ("Commissioned Materials") (if any) shall belong to the University. The Contractor shall do all things necessary to effect the necessary transfer, assignment or other assurance for the

intellectual property rights to vest in the University when called upon by the University to do so. The Contractor further warrants that it shall have the authority to effect the necessary transfer, assignment or other assurance as aforesaid. For the avoidance of doubt, where the Services are completed in parts pursuant to any agreement between the Parties, all intellectual property rights in the Commissioned Materials which had been completed for that part of the Services shall vest in the University upon the payment by the University for that part.

- 25.2 Where the Contractor is the owner of any pre-existing intellectual property rights included in the production of any of the Commissioned Materials ("Contractor's IP"), the Contractor hereby grants to the University a non-exclusive, perpetual, irrevocable, worldwide, royalty-free right and license to use the Contractor's IP for the University's own purposes and/or in connection with the University's business usual to a university or institution of research and/or higher learning including but not limited to the University's publicity and marketing campaigns, branding, administrative functions, faculty, staff and student recruitment, education, teaching and research purposes.
- 25.3 Where Third Party content comprising pre-existing intellectual property rights is included in the production of any of the Commissioned Materials, the Contractor shall negotiate a grant of the required usage rights at either no additional charge or pre-agreed cost to the University.

26. COMPLIANCE WITH THE UNIVERSITY REGULATIONS

- 26.1 Where works are required to be carried out or goods are required to be delivered on the University sites, the Contractor shall abide by, and shall ensure that all his employees, consultants, sub-contractors, suppliers and agents abide by, all applicable regulations, rules, procedures, policies, directions, guidelines, and codes of conduct of the University relating to the management of University sites and premises, including (without limitation) site administration, safety and security, as may be amended from time to time.

27. COMMUNICATIONS/NOTICES

- 27.1 All notices or other communications required or permitted to be given or made in connection with this Contract or with any mediation or arbitration (if applicable) under this Contract shall be in writing in English and delivered personally or sent by registered post or courier to the Party at the address set out below or such other address as a Party may substitute from time to time by giving notice to the other Party in writing.

University	8 Somapah Road Singapore 487372
Contractor	Address provided by the Contractor in his quotation or tender for the supply of the Goods and Services