

PROCUREMENT OF GOODS  
TERMS AND CONDITIONS  
Between the Purchaser and the Supplier

---

1 **Definitions**

- (a) In these Terms and Conditions, unless the context otherwise requires
- (i) "Delivery Date" means the date specified in the Purchase Order for the Goods to be delivered
  - (ii) "Goods" means the goods (whether specific or unascertained) and parts or units thereof to be supplied pursuant to the Purchase Order
  - (iii) "Purchase Order" means the purchase order attached to or issued together with these Terms and Conditions.
  - (iv) "Purchaser" means the entity that issues the Purchase Order
  - (v) "Specifications" means the descriptions and specifications relating to Goods set out in the Purchase Order
  - (vi) "Supplier" means the entity or person to whom the Purchase Order is addressed
  - (vii) "Terms and Conditions" means these terms and conditions of purchase and all attachments, annexes and schedules hereto, if any
- (b) Words importing the singular shall include the plural and vice versa
- (c) The headings are for convenience only and not for the purposes of interpretation

2 **Effect of these Terms and Conditions**

- (a) Written Acknowledgment or commencement of performance by the Supplier of this Purchase Order, whichever occurs first, shall constitute acceptance of this Purchase Order for the Goods and all of the Terms and Conditions herein (this "contract")
- (b) NO MODIFICATION OF THIS ORDER OR THESE TERMS AND CONDITIONS SHALL BE VALID UNLESS EXPRESSLY ACCEPTED IN WRITING BY THE PURCHASER'S AUTHORISED REPRESENTATIVE ANY TERMS AND CONDITIONS SET OUT IN THE SUPPLIER'S QUOTATION, ORDER ACKNOWLEDGEMENT FORM, INVOICES OR ANY OTHER DOCUMENT FROM THE SUPPLIER SHALL BE DEEMED INVALID AND NON BINDING ON THE PURCHASER
- (c) If there is any outstanding information which has not been furnished by the Purchaser, the Purchaser shall not be obliged to accept or purchase the relevant Goods ordered until such outstanding information has been furnished
- (d) To the extent that there is any inconsistency or conflict between the terms of the Purchase Order and these Terms and Conditions, the terms in the Purchase Order shall prevail to the extent of such inconsistency or conflict

3 **Pricing**

The price(s) to be charged for Goods supplied shall be the price(s) set out in the Purchase Order. Such price(s) shall exclude the Goods and Services Tax chargeable for the Goods under the Goods and Services Act (Cap 117A) ("GST"). The Purchaser shall reimburse the Supplier any GST charged on the Goods. Any other taxes and all costs of packing, delivery, shipping, customs and insurance of Goods shall be borne by the Supplier

4 **Purpose for which Goods are Required**

- (a) The Supplier is deemed to have full knowledge of the purpose for which Goods are required by the Purchaser (the "Purpose") and acknowledges that the Purchaser relies on the Supplier's skill and judgment in supplying the Goods
- (b) The Supplier shall provide the Purchaser with all instructions relating to the use or handling of Goods and shall where such Goods are poisonous, hazardous, explosive dangerous or otherwise have to be handled with care, provide relevant warnings relating to the same

5 **Supply of Goods - Warranties**

The Supplier warrants each of the following:

- (a) The Supplier shall provide Goods (in the quantity and to the Specifications) for the consideration stated in the Purchase Order. Goods shall be suitable for the Purpose be of merchantable quality and conform in all respects to the Specifications to the satisfaction of the Purchaser
- (b) All the Goods shall be (i) of good workmanship (ii) free from all defects in design, materials, manufacturing or operation (including malfunctions) (iii) of satisfactory quality (iv) fit and sufficient for the Purpose (v) conform to the Specifications (vi) be compatible with the designated operating, storage or other usage environment for Goods, and (vii) free of all liens and encumbrances
- (c) Any software necessary for the operation of any Goods shall be embedded therein, or provided to the Purchaser together with all instruction manuals, user guides and other information, materials or documentation relating to the operation and use of such software ("User Information") The price of the Goods shall be deemed to include the price of the relevant software and the User information
- (d) The Supplier warrants that all information, descriptions, specifications, drawings and data published or otherwise given by the Supplier in relation to Goods are true and accurate
- (e) The supplier shall ensure performance of this Contract and shall warrant that the use or any Goods shall not infringe any intellectual property rights of any third party and the Supplier shall obtain without charge to the Purchaser all licenses or consent necessary for the proper use of Goods by the Purchaser;
- (f) The Supplier shall not be allowed to make any changes to the Contract unless the Supplier's proposed changes have been accepted in writing in advance by the Purchaser's authorized representative. The Purchaser may at any time, by written notice to the Supplier, order work suspensions or changes in quantities, specifications, and methods of delivery or other aspects of the Contract. Such changes shall be mutually agreed in writing as an amendment to the Contract or in a new purchase order signed by both parties. and
- (g) The Supplier shall ensure the Goods shall be supplied and performed in compliance with the Workplace Safety and Health Act (Cap 354A), the associated regulations and any other applicable health and safety legislation (collectively "Health and Safety Laws") and that it shall execute any documents required by the Purchaser to confirm such compliance with the Health and Safety Laws, and/or otherwise demonstrate to the satisfaction of the Purchaser that it has complied with the Health and Safety Laws

In the event the Supplier breaches any of the foregoing warranties, the Supplier shall, at the Purchaser's option, repair or replace the Goods or fully refund the amount paid therefor within 7 days of the Purchaser's request for the same. The Supplier will bear all risks and costs in relation to the repair or replacement of the relevant Goods. This warranty shall subsist for a period of at least 12 months commencing from the Delivery Date The Purchaser's remedies herein do not derogate from the Purchaser's ability to terminate the Contract pursuant to Clause 14

6 **Delivery**

- (a) Goods ordered shall be delivered to the delivery location(s) stated in the Purchase Orders (the "place of delivery") on or before the Delivery Date in the manner stated in the Purchase Order. Unless delivery by instalments is expressly stated in the Purchase Order, there shall be deemed to be a single and indivisible Contract
- (b) The Purchaser shall be entitled to a reasonable opportunity of inspecting and examining the Goods to ascertain whether they conform to the Specifications and shall be entitled. If the Purchaser so requires subjecting the Goods to an acceptance or other applicable test (or a series of such tests) ("Tests") for the purposes of verifying that the Goods meet the Specifications. Any such inspection, examination and tests may be conducted by the Purchaser within a period of 30 days from the Delivery Date
- (c) Without prejudice to any other rights of the Purchaser, the Purchaser may reject any Goods or part thereof which fail to conform to the Specifications at any time

7 **Compliance with Laws**

The Supplier shall comply with all applicable laws, regulations and other requirements in relation to the manufacture, packaging, packing and delivery of Goods. If Goods supplied are chemicals, biomedical products, reagents, biological materials or other similar products. The Supplier shall ensure compliance with all applicable legislation in Singapore including the Corrosive and Explosive Substances and Offensive Weapons Act (Cap 65), the Explosive Substances Act (Cap 100), the Hazardous Waste (Control of Export, Import and Transit) Act (Cap 122A) and the Poisons Act (Cap 234)

8 **Invoicing**

The Purchaser shall have a credit term of a minimum of 30 days from the date of receipt of the Supplier's invoice in which to render payment for Goods supplied unless otherwise agreed, all payments shall be made in Singapore Dollars. All bank charges and other costs and expenses incurred in connection with any payment shall be borne by the Supplier

9 **Delay**

Time shall be of the essence for the performance of this Contract

10 **Indemnity**

The Supplier shall indemnify and hold the Purchaser (and its officers, agents and employees) harmless from and against all claims, costs (including attorneys' fees), expenses, losses, damages, liabilities, liens, obligations, causes of action, or suits suffered by the Purchaser and which arise from or are connected in any way with any act or omission willful default or misconduct of the Supplier or a breach of this Contract by the Supplier

11 **Cancellation of the Purchase Order**

The Purchaser may cancel such Purchase Order at any time before the period of 7 days prior to the Delivery Date without any further obligation or liability to the Supplier

PROCUREMENT OF GOODSTERMS  
AND CONDITIONS  
Between the Purchaser and the Supplier

- 12 **Gifts, Inducements and Rewards**  
The Purchaser may terminate this Contract and recover any loss incurred thereby from the Supplier if the Supplier has or may be deemed to have committed, abetted or attempted to commit an offence under Chapter IX of the Penal Code (Cap 224) or the Prevention of Corruption Act (Cap 241)
- 13 **Applicable Law**  
(a) This Contract shall be governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore courts  
(b) The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Purchase Orders and these Terms and Conditions is hereby excluded
- 14 **Termination**  
(a) The Purchaser may, at any time, by written notice terminate the Contract in its entirety or any portion thereof without penalty or expense to Supplier  
(i) Before the Supplier's acknowledgment of the Purchase Order pursuant to Clause 1 above  
(ii) If the Supplier commits or threatens to commit any breach of this Contract and if such breach is remediable, fails to remedy the same within 7 days after notice to remedy the same from the Purchaser  
(iii) If the Supplier unreasonably withholds its consent to changes made pursuant to Clause 5(f) above and  
(iv) If the Supplier suspends or discontinues its business or sells or otherwise disposes of all or a substantial part of its assets or makes an arrangement with its creditors is subject to a judicial management order is insolvent or goes into liquidation (otherwise than for the purpose of a reconstruction or amalgamation)  
(b) Upon the termination of this Contract  
(i) The Purchaser may engage other suppliers to obtain the Goods. The Supplier shall indemnify the Purchaser for all additional costs incurred thereby,  
(ii) The Purchaser may withhold payment of monies payable to the Supplier until all Goods have been received and the damages payable to the Purchaser arising from termination are quantified. If the aggregate amount of such damages exceeds the monies payable to the Supplier for the Goods, such excess amount shall constitute a debt by the Supplier to the Purchaser and  
(iii) Any termination shall not affect the accrued rights of the Purchaser prior to the termination
- 15 **Intellectual Property Rights**  
If Goods include software, documentation or any other intellectual property, the Supplier grants to purchase a non-exclusive, royalty-free, worldwide license to use, import, reproduce and distribute such intellectual property for Purchaser's internal use which shall include the Purchaser's affiliates and for third parties to use and reproduce the same for Purchaser's internal use
- 16 **Confidentiality**  
Any proprietary information which is provided by the Purchaser to the Supplier in connection with this Contract shall not be used, exploited or divulged save for the fulfilment of this Contract or with the prior written consent of the Purchaser. This clause shall survive the termination of the relationship between the Purchaser and the Supplier and the fulfilment of the Contract
- 17 **Assignment**  
The Supplier may not charge, assign, subcontract or otherwise transfer any of its rights, benefits or obligations hereunder in whole or in part without the prior written consent of the Purchaser. The Purchaser may, at any time assign or otherwise transfer its rights, benefits or obligations under this Contract
- 18 **No Third Party Rights**  
Unless otherwise expressly stated in this Contract a person who is not party hereto shall have no right under the Contracts (Rights and Third Parties) Act (Cap 538) to enforce any of the terms herein
- 19 **Passing of Title and Risk**  
Title to and risk in Goods shall pass to the Purchaser upon the delivery to and receipt of the Goods by the Purchaser. If payment is made for Goods prior to delivery, title to the Goods shall pass to the Purchaser on the date of such payment
- 20 **Withholding Taxes**  
In the event that withholding taxes are imposed by the Singapore government on any payments made under this Contract, the Supplier shall bear all such withholding taxes and the Purchaser shall deduct such taxes from payments due to the Supplier and forward the balance to the Supplier without any obligation to gross up such payment or pay the Supplier any amount so withheld. If the Supplier requests the Purchaser shall submit to the Supplier evidence of payment of such withholding tax as soon as possible
- 21 **Export Control Requirements**  
The Supplier shall inform the Purchaser immediately whether there is a requirement for the Purchaser to furnish end-user certificates or statements or to enter into separate agreement(s) with the Supplier to satisfy export requirements of the Supplier's or any foreign government in the event of such requirement and the Purchaser is unable to comply with the same, the Purchaser shall have the right to cancel the Purchase Order without any further obligation or liability to the Supplier
- 22 **Term Contracts**  
Where a Purchase Order (the "First Purchase Order") includes supply of Goods for a term  
(a) The price(s) to be charged for Goods supplied during the term shall be the price(s) set out in the First Purchase Order,  
(b) The Purchaser may issue subsequent Purchase Orders during the term from time to time (and the Supplier shall accept such Purchase Orders) for the supply of Goods at the price set out in the First Purchase Order and the First Purchase Order and all subsequent Purchase Orders shall constitute the Contract and  
(c) This Contract shall come into force on the date of the First Purchase Order and shall continue in force for the term agreed to in the First Purchase Order