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GENERAL TERMS AND CONDITIONS
FOR
SUPPLY OF GOODS

SECTION 2: GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context requires:

- (a) **"Affiliate"** means an entity that (i) directly or indirectly owns or controls at least fifty percent of the applicable party, or (ii) is at least fifty percent owned or controlled, directly or indirectly, by the applicable party or an entity described in (i) herein;
- (b) **"Company"** means National University Health Services Pte. Ltd., trading as Ng Teng Fong General Hospital, acting through its Materials Management Department (MMD);
- (c) **"Contract"** shall mean the Contractor's Proposal, corrigendum (if any), clarifications (if any), the Notification Letter, Purchase Order, Orders, all Sections (including any annex, appendix, or exhibit of the Sections), this General Terms and Conditions and any mutually agreed written amendments thereto;
- (d) **"Contractor"** means the successful vendor who has been awarded this Contract and who will supply the Goods to the Company;
- (e) **"Contract Price"** or **"Price"** means the total awarded contract value (exclusive of GST) payable to the Contractor for the supply of Goods to the Company as stated in the Notification Letter or the Purchase Order;
- (f) **"Contract Period"** means the duration of the Contract as stated in the Notification Letter or Purchase Order, unless earlier terminated pursuant to Clause 12;
- (g) **"Force Majeure Event"** means any and all events or circumstances which are beyond the reasonable control of the relevant party and includes an act of God (floods, earthquakes, typhoons, hurricanes, tsunamis etc.), riots, civil and political unrest, strikes, lockouts or other labour disturbances, fire, war, terrorism, sabotage, arson, nuclear disasters, chemical warfare, outbreak of an infectious disease and epidemics;
- (h) **"Goods"** mean any such goods including all parts that are to be supplied by the Contractor under this Contract and in accordance with the requirements specified in Section 1;
- (i) **"ITQ"** or "Invitation to Quote" means this invitation to submit an offer to the Company to supply the Goods in accordance with the Contract;
- (j) **"Orders"** means the ordering and purchase of such quantities of Goods by the Company including by way of indent forms, emails and/or faxes, on the terms of this Contract;
- (k) **"Parties"** means the Contractor and the Company;
- (l) **"Proposal"** means the proposal submitted by the Contractor (including any negotiations and amendments thereto) in response to this ITQ and accepted by the Company.

1.2 In the event of a conflict between the General Terms and Conditions of this Contract and any other Section, the General Terms and Conditions will prevail.

1.3 Each plan, drawing, section and annexure to this Contract forms an integral part of this Contract, and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Contract.

1.4 A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

1.5 These General Terms & Conditions shall override and supersede any other terms and conditions proposed by the Contractor, unless otherwise expressly agreed to in writing by the Company.

1.6 For the purposes of this Contract, the Company's Affiliates shall mean Ng Teng Fong General Hospital, Jurong Community Hospital and Jurong Medical Centre.

2. **CONTRACT PERIOD & OPTION TO RENEW**

2.1 The Company may from time to time, whether by itself or through any of its Affiliates, during the Contract Period issue Orders to the Contractor for the purchase of Goods. Each Order may be in the form of indent forms or be by way of email or fax. Each Order shall constitute an agreement of sale by the Contractor and purchase by the Company subject to the terms and conditions of this Contract. The Contractor shall ensure, at all times, that they carry sufficient stock of not less than two (2) months at any one time to meet the Company's requirements.

2.2 The quantity of Goods specified in the Contract is only an estimate. Nothing in this Contract shall be construed as an obligation on the Company to purchase a fixed or minimum quantity of Goods from the Contractor.

2.3 The Company may extend the Contract Period or renew the Contract on the same price, terms and conditions, for the period stated in Section 1 by exercising the option to renew/extend by serving written notice of the same on the Contractor during the initial Contract Period.

3. **SUPPLY OF GOODS**

3.1 The Contractor shall supply the Goods in accordance with this Contract and ensure that the Goods are fully compatible with any equipment used by the Company, to the extent specified in Section 1. In the event that the Goods become obsolete or cannot be supplied if an Order is issued for it, or if there are new replacements or upgraded/improved models, the Contractor shall propose to the Company, for the Company's consideration, a replacement or improved model with no increase in price, that complies with Section 1 and can be used by the Company for the purposes of the Contract.

3.2 This Contract is not exclusive to the Contractor and the Company reserves the right to purchase the Goods from other vendors as it deems fit or necessary.

3.3 The Contractor shall ensure full compliance with all Singapore laws, including all Health Sciences Authority (HSA) regulatory requirements where applicable, and obtain all licences, permits and approvals as may be necessary including all export and import licences. Where the Goods fall under HSA risk classification C and D, they must be registered and approved by HSA under the Health Products Act (Chapter 122D) and the Health Products (Medical Devices) Regulations 2010.

3.4 The Goods shall, where relevant, be supplied by the Contractor together with all ancillary cables, plugs, power adapters, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Goods and all such parts, components or items shall be deemed part of the Goods for the purposes of this Contract; and all warranties and provisions relating to delivery and passing of title and risk under this Contract shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Contract Price.

4. DELIVERY

- 4.1 The Contractor shall deliver the Goods at his own expense at the time, date and location specified in the Contract, or the Orders, or in accordance with the Company' instructions. Unless otherwise expressly stated, delivery shall be made within three (3) working days from the date of the Orders. The Contractor shall provide everything necessary for the proper delivery of the Goods including labour, supervision, transport, machinery, tools and equipment.
- 4.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking and where applicable, the installation, testing and commissioning of the Goods by the Contractor.
- 4.3 The Contractor shall strictly follow the delivery requirements of the Company as time is of the essence, and failure to do so will be considered a material breach. The Company reserves the right, at its discretion, to vary the delivery instructions, including the location, date and time of delivery of the Goods at no additional cost to the Company.
- 4.4 The Company may reject the Goods which are defective or not in full compliance with the provisions of this Contract, and shall have the unfettered right to terminate the Contract forthwith, unless the Company in its sole and absolute discretion, instructs the Contractor to take all necessary steps to replace any defective Goods or ensure due compliance within the time stipulated by the Company. Where so instructed by the Company, the Contractor shall further suspend deliveries of such defective Goods for such time until a satisfactory report is submitted to the Company on the measures taken to rectify the defects. For the purposes of this Contract, "defective" means Goods that are found on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples.
- 4.5 If the Contractor fails to deliver the Goods in accordance with Clause 4.1 or to replace the defective Goods in accordance with Clause 4.4 above, the Company shall be entitled, without prejudice to its accrued rights against the Contractor for failure of or late delivery, to obtain such Goods from other sources and in such event to reject late delivery of the Contractor's Goods in favour of delivery by such substitute source, and all additional costs in obtaining such Goods from such alternative sources, including the Company's administrative costs and any positive price differential for the Goods or such generic substitute or alternatives thereto accepted by the Company, shall be borne by the Contractor.

5. ACCEPTANCE

- 5.1 The Goods will not be considered delivered or accepted by the Company until after the Company or its appointed representative has actually inspected the Goods and ascertained that they appear to comply with the provisions of this Contract, and the Company has notified the Contractor of the same in writing.
- 5.2 The risk of loss or damage to the Goods shall not pass from the Contractor to the Company until acceptance of the Goods in accordance with this Clause 5.1. Legal and beneficial title to the Goods shall pass from the Contractor to the Company upon acceptance of the Goods by the Company pursuant to Clause 5.1.

5A EQUIPMENT/INSTRUMENT SETS

- 5A.1 Where specialized equipment or instruments are required in order for the the Goods to be used or consumed, the Contractor shall provide to the Company such type and number of equipment/instrument sets as may be requested by the Company free of charge. The Contractor shall, at its own expense, deliver the equipment/instrument sets to the Company within the time agreed between the Parties. Upon notification by the Company

that the equipment/instrument sets are no longer required, the Contractor shall at its own expense collect and remove the same from the Company's premises.

- 5A.2 Equipment/Instrument sets provided by the Contractor pursuant to **this Clause** shall remain the property of the Contractor. The risk of loss or damage in respect of the equipment/instrument sets shall remain with the Contractor at all times. The Company shall not be liable to the Contractor for any loss or damage to the equipment/instrument sets, unless such loss or damage was a direct result of fraud, wilful misconduct or gross negligence on the part of the Company.
- 5A.3 The Contractor shall, at its own expense, maintain all equipment/instrument sets in satisfactory working order, and arrange for the equipment/instrument sets to be repaired or replaced as recommended by the manufacturer or at the request of the Company

6. LIQUIDATED DAMAGES

- 6.1 Without prejudice to the Company's rights under Clause 4.5 above, but in the event of the Company accepting late delivery of the Goods from the Contractor, the Company reserves the right to require the Contractor to pay or to deduct from the Contract Price liquidated damages (and not as a penalty), a sum to be calculated at the rate of 0.5% per cent ($\frac{1}{2}\%$) of the Contract Price for the late delivery of the Goods, for each day which may elapse between the date of delivery and the actual delivery up to a maximum of ten per cent (10%) of the Contract Price for the delay of the Goods.
- 6.2 The Contractor acknowledges and agrees that the sum stipulated above constitutes a genuine pre-estimate by the Contractor and the Company of the potential loss that would be suffered by the Company resulting from or in connection with the Contractor's late delivery, taking into account all relevant considerations, including without limitation the disruptions caused to the Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.
- 6.3 Notwithstanding Clause 6.1, if there is significant delay in delivery of the Goods by the Contractor and the delay is not due to a Force Majeure Event stated in Clause 13, the Company reserves the right to terminate this Contract and to be indemnified by the Contractor against all losses, damages, claims or demands suffered or incurred by the Company or to which the Company may be liable as a result of the Contractor's delay.

7. PAYMENT

- 7.1 Upon successful delivery and acceptance of the Goods by the Company pursuant to Clause 5.1, the Contractor shall within seven (7) days or such other time as agreed between the Parties, submit to the Company the commercial invoice(s), delivery note(s) and such other documents as may be required by the Company for the payment of the Goods. The invoice should contain sufficient details and breakdown of parts and any services provided by the Contractor. Unless otherwise agreed by the Parties, the Company shall make payment within sixty (60) days from the date of receipt of the invoice for the Goods successfully delivered and accepted by the Company.
- 7.2 The Contractor shall not be entitled to payment for any Goods rejected by the Company for any reason whatsoever.
- 7.3 Notwithstanding Clause 7.1 and 7.2, any payment made to the Contractor by the Company shall not prejudice the Company's right to reject Goods that do not comply with the provisions of this Contract or the Contractor's responsibility to replace defective Goods. The Company reserves the right to reject any claim for payment (whether in whole or in part) that it determines in its absolute discretion not to be in accordance with the provisions of this Contract. For the purposes of this Contract, "defective" means Goods that are found

on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples.

- 7.4 Where the Company contracts on behalf of or issues Orders through any of its Affiliates, invoices shall be issued by the Contractor in the name of such Affiliate as notified by the Company. Payment by the Company's Affiliate on such invoices to the Contractor shall be deemed to be full and final settlement of and good discharge of the Company's payment obligations in respect of such invoices.

8. **CONTRACTOR'S GENERAL OBLIGATIONS**

- 8.1 The Contractor shall ensure that:

- (a) the Goods conform in all respects with the Contract and, where applicable, with any samples approved by the Company;
- (b) the Goods operate in accordance with the relevant manufacturer's or technical specifications provided by the Contractor; and
- (c) the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the Company.

- 8.2 Where the Goods supplied to the Company are intended or designed for human consumption, ingestion, injection or any other contact with, insertion into or application to the human body, such Goods must be packaged and delivered to the Company in good, safe, sterile and clean condition and otherwise suitable and safe for human consumption, ingestion, injection or contact with, insertion into or application to the human body (as the case may be), and in compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, for the period required by the Company. Where instructions and training for safe handling and storage of the Goods are required, they must be provided.

- 8.3 If a particular mode or means of containment is required for the storage of the Goods, the Contractor shall at its own expense provide the Company with the means to so store the Goods, and such instructions and training as may be necessary for the Goods to be properly stored in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto, so as to ensure that the Goods continue to meet the Contract requirements.

- 8.4 If at any time during the Contract Period any of the Goods are determined to be hazardous to health and/or withdrawn from supply (voluntarily or otherwise) and/or brought under investigation in any jurisdiction, whether by the World Health Organisation, the Ministry of Health, the Health Sciences Authority or any international drug or health authority ("Withdrawn Products"), the Company may cancel the purchase of any Withdrawn Products in respect of which any Order has been issued without being thereby liable for any costs or compensate Contractor. The Contractor shall promptly notify the Company upon becoming aware of any withdrawal or threatened withdrawal from legal supply or of any actual or pending investigations or reviews of the Goods. The Contractor shall at its own expense, collect all Withdrawn Products from the Company's premises.

- 8.5 The Contractor accepts that the Company relies on the skill and judgment of the Contractor in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of the Goods.

- 8.6 The Contractor shall at its own expense, remove from the Company's premises, such Goods including any by-products or residue thereof, and regardless of whether the same may be used (wholly or partially), damaged or expired, at such dates and times and in such manner as the Company may from time to time require, and to dispose of the same,

by such mode and means of containment, transportation and disposal as may be necessary to comply fully with any applicable legal and regulatory requirements. Where any particular mode or means of containment is required for temporary storage, prior to removal and disposal, the Contractor shall at its own expense provide the Company with the means to so contain the used, damaged or expired Goods as well as all instructions and training as may be necessary.

9. REPRESENTATIONS & WARRANTIES

9.1 The Contractor hereby represents and warrants that:

- (a) it has full power and authority to enter into and perform this Contract and this Contract constitutes a valid and binding obligation on it;
- (b) in entering the Contract it has not committed any fraud;
- (c) at the commencement of this Contract, all information contained in its Proposal in response to the ITQ remains true and accurate;
- (d) the Goods shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and meet all relevant industry standards;
- (e) the Goods or any part thereof do not and will not infringe the intellectual property rights of any person and the Contractor shall, where applicable, obtain for and grant to the Company, free of any additional charge, a worldwide, perpetual, non-exclusive licence to use all intellectual property owned by or licensed to the Contractor that are necessary for the use of the Goods;
- (f) full legal and beneficial title to the Goods shall pass from the Contractor to the Company upon acceptance of the Goods in accordance with Clause 5, free of any form of encumbrance;
- (g) the execution of the Contract and delivery of the Goods and the performance of its obligations under this Contract will not result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body by which it is bound; and
- (h) no proceedings or other steps have been taken for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue.

9.2 The Contractor further warrants that the Goods shall be free of defects and deficiencies including for the duration of the Warranty Period as stated in Section 1 (where applicable). If any Goods are found (including during the Warranty Period, where applicable) to be:

- (a) defective in design, materials or workmanship;
- (b) not fit for purpose or not in accordance with the terms of the Contract;
- (c) inferior to approved samples; and/or
- (d) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods,

then unless it is shown that the foregoing is caused solely by improper use or handling by the Company, the Contractor shall, at its own expense, upon the written notification of the Company and within the time stipulated therein, replace, rectify or otherwise repair the damages or defective Goods and make good the same to the Company's satisfaction

within the time stipulated by the Company in the written notification, which shall not be less than three (3) working days.

- 9.3 Where applicable, the Contractor shall ensure that the Goods have the minimum shelf life period stipulated in Section 1 of the ITQ (“Shelf-Life Period”), commencing from the date of delivery of the Goods in accordance with Clause 5. Where the Goods do not meet the stipulated Shelf-Life Period, the Contractor shall within two (2) working days after notification by the Company replace, free of charge, the Goods with Goods that meet the stipulated Shelf-Life Period.

10. **INDEMNITY**

- 10.1 The Contractor shall fully indemnify the Company against all claims (including third party claims) proceedings, actions, damages, costs, expenses (including legal cost) and any other liabilities in relation to death, personal injury, loss of or damage to property which may arise out of, or in the course of the performance of this Contract, due to the Contractor’s (or its servant’s or agent’s) act, default, omission or negligence (including negligence in the manufacture, packaging or delivery of the Goods) or due to fraud, fraudulent misrepresentation, breach of any statutory obligations implied with respect to the sale of Goods, infringement of third party intellectual property rights or due to any act or omission of the Contractor (or its servant’s or agent’s) including any breach or non-performance of this Contract by the Contractor or its servants or agents).

11. **INSURANCE**

- 11.1 The Contractor shall maintain all necessary insurance policies at its own expense with a reputable insurance company, with adequate level of cover in respect of the risks arising out of the Contractor’s performance of its obligations under this Contract and from all liabilities arising under this Contract. Such insurance shall include public liability insurance.
- 11.2 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy liabilities under this Contract.

12. **TERMINATION**

- 12.1 The Company may terminate this Contract forthwith by written notice to the Contractor with immediate effect in the event that:
- (a) the Contractor commits a breach and fails to remedy that breach within the time stipulated in the notice given by the Company to remedy the breach;
 - (b) it is a material breach or a breach that is not in the opinion of the Company capable of remedy;
 - (c) there is a delay in the delivery of the Goods by the Contractor and the delay is not due to a Force Majeure event;
 - (d) an order should be made or an effective resolution passed for the winding up of the Contractor or in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation;
 - (e) the Contractor becomes insolvent;

- (f) the Contractor makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, judicial manager or similar official is appointed over all or a substantial part of its assets; or
- (g) the Contractor fails to meet its obligations under this Contract.

12.2 In the event of termination under Clause 12.1 above:

- (a) the purchase of any Goods which have not been delivered in accordance with Clause 4, shall be deemed cancelled, and the Contractor shall have no claim whatsoever against the Company in respect of these undelivered Goods; and
- (b) the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's other rights to claim compensation and damages under the Contract, including without limitation to compensation for increased costs in obtaining the Goods from other sources.

12.3 The Company may terminate this Contract or reduce the scope of the Contract at any time without cause by giving the Contractor not less than six (6) weeks prior written notice. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Contract by the Company in accordance with this Clause, the Contractor shall:

- (a) be entitled to payment for all Goods delivered and accepted up to and including the final day of the six (6) weeks' notice period, provided always that all terms and conditions of this Contract have in the opinion of the Company been duly and faithfully observed by the Contractor; and
- (b) forthwith deliver to the Company all Goods prepared in connection with the Contract (if any) which have been agreed upon prior thereto up to and including the final day of the six(6) weeks' notice period.

12.4 Any termination of this Contract shall be without prejudice to any rights or obligations the Company may have accrued under this Contract on or before termination, including in respect of an antecedent breach.

13. **FORCE MAJEURE**

13.1 Neither Party shall be liable for any failure or delay to comply with their obligations under this Contract where such failure is caused solely and directly by a Force Majeure Event provided that the Party relying on the Force Majeure Event ("Notifying Party") shall notify the other Party within twenty-one (21) days from the commencement of the event relied upon by the Notifying Party for its failure to comply with its obligations.

13.2 The Notifying Party shall, subject to their obligations herein set out, for the duration of such Force Majeure Event, be relieved of any obligation under this Contract but only to the extent that the same is directly prevented or delayed by such Force Majeure Event. The provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by such Force Majeure Event. Where the Notifying Party is the Contractor, the Contractor shall use its best endeavors at all times to satisfy its obligations to the Company whether in whole or in part, notwithstanding the occurrence and/or continuation of any Force Majeure event.

13.3 If such Force Majeure Event persists for more than six (6) weeks, the Company may terminate this Contract by serving a one (1) week's notice in writing. Upon termination of the Contract by the Company, neither Party shall be liable to the other save that the Company shall pay the Contractor the price of the Goods supplied and accepted by the Company up to and including the date of termination.

- 13.4 The Company shall not be liable for any loss or inconvenience suffered by the Contractor arising from any Force Majeure Event or the termination of the Contract as a result of such Force Majeure Event.

14. **NOTICES**

- 14.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise). Notices may be sent by electronic mail to the electronic mail address as the Party to be served may have notified the other Party of, or by hand or pre-paid AR Registered post to the address of the Parties as specified below or to such other address as the Party may later specify.

If to Company:	If to Contractor:
National University Health Services Pte. Ltd., trading as Ng Teng Fong General Hospital Materials Management Department 1 Jurong East Street 21 Singapore 609606	Address as stated in the Proposal

Provided that where the notice involves a termination or alleged breach of this Contract, then such notice shall be sent by hand or by AR Registered Post and properly addressed to the addresses of the Parties as set out above, and also communicated by telephone as promptly as possible.

- 14.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address; and if sent by AR Registered post, TWO (2) working days after posting if posted to an address within Singapore, notwithstanding the fact that the notice may be returned by the Post Office undelivered; and if sent by electronic mail, shall be deemed received at the same time when it is dispatched, provided no error message is generated by the transmitting device.

15. **GOVERNING LAW**

- 15.1 This Contract shall be governed by and construed in accordance with the laws of Singapore.

16. **DISPUTE RESOLUTION**

- 16.1 In the event of any dispute between the Parties in connection with this Contract, any Party may request in writing to the other Party within thirty (30) days to meet to resolve the dispute in good faith without recourse to legal proceedings.
- 16.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with Clause 16.1 above, Parties shall use reasonable efforts to resolve the same through mediation at the Singapore Mediation Centre and its rules and procedures shall apply accordingly. Either Party can serve a notice for mediation to the other and the Party who receives a notice for mediation shall consent and participate in the mediation process as aforementioned. Failure to comply with this clause shall be deemed a breach of Contract.
- 16.3 If no agreement is reached between the Parties thereafter within thirty (30) days from the commencement date of mediation process, the Parties hereby agree that the disputes shall be referred to and finally resolved by exclusive jurisdiction of the Courts of the Republic of Singapore.
- 16.4 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief that is necessary to protect the rights or property of that Party from an appropriate Court having jurisdiction without waiving any other remedies

under this Contract prior to the commencement of any dispute resolution proceedings hereunder.

- 16.5 The commencement of any mediation or litigation proceedings shall in no way affect the continual performance of the obligations of the Contractor under this Contract, except in so far as such obligations relate to the subject matter of such proceedings.
- 16.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with Clause 20.

17. **STATUTORY OBLIGATIONS**

- 17.1 Save for the Company's Affiliates, any person who is not a party to this Contract shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Contract or any of its terms.
- 17.2 Where the Contractor receives any personal data (as defined by the Personal Data Protection Act (Cap 26 of 2012) ("PDPA") from the Company, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the data to fulfill its obligations under this Contract. The Contractor shall indemnify the Company for any breach of the PDPA, which renders the Company liable for any fines, costs, claims or expenses.
- 17.3 The Contractor shall not offer or give, or agree to give, to the Company or any other public body or any person employed by or on behalf of the Company any gift or consideration of any kind or any favour as an inducement or reward in relation to the obtaining or execution of this Contract. The Company may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination if so.

18. **AMENDMENTS**

- 18.1 No amendment, change or modification of this Contract shall be valid unless it is in writing and signed by each Party.

19. **NO SUB-CONTRACTING OR ASSIGNMENT**

- 19.1 The rights and obligations arising out of this Contract shall not be assignable or transferable by the Contractor or sub-contracted to any third party without the prior written consent of the Company.
- 19.2 Notwithstanding that any obligation is sub-contracted, the Contractor shall remain solely and personally responsible at all times for the due observance by such sub-contractors of all the terms and conditions of this Contract, and shall be liable for any act or omission by any sub-contractor that constitutes or may constitute a breach, repudiation, default or failure to comply with any of the terms and conditions of the Contract, whether total or partial. The Contractor shall indemnify the Company against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

20. **CONFIDENTIALITY**

- 20.1 The Contractor shall keep confidential and not disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of this Contract or arising from its performance of this Contract and all correspondence and discussions between the Parties in relation to the Contract unless the disclosure is

required by law, regulation or directive of the law enforcement organisations or made with the prior written consent of the Company.

20.2 The Contractor shall not make use of any information obtained directly or indirectly from the Company or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than for the purposes of this Contract.

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

21. SEVERANCE

21.1 The illegality, invalidity, unenforceability of any provision of this Contract shall not affect the legality, validity and enforceability of any other provisions.

22. SURVIVAL

22.1 The provisions of this Contract that are contemplated to be enforceable after the termination or expiry of this Contract shall survive the termination or expiry of this Contract.

23. WAIVER

23.1 The failure or delay by either Party at any time to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision hereof. A waiver shall not be effective unless it is in writing.

24. ENTIRE AGREEMENT AND COUNTERPARTS

24.1 This Contract may be executed in one (1) or more counterparts by the duly authorized representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract provided that this Contract shall be of no force and effect until the counterparts are exchanged.

24.2 The Parties expressly acknowledge that they have read this Contract and understood its provisions. Parties agree that this Contract constitutes the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the parties prior to this contract in respect of the matters dealt with in it.

25. RIGHT OF SET OFF

25.1 Whenever under this Contract any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract.

26. **PARAMOUNT OBLIGATION**

- 26.1 The Contractor acknowledges that the Company has a paramount obligation to comply with the directives of the relevant authorities, to discharge its duties with regard to public healthcare and to act at all times in the interest and welfare of its patient. The Company shall not be required or obliged under this Contract to act in any manner contrary to such paramount obligation.