

TERMS AND CONDITIONS OF PURCHASE ORDER

1. **DEFINITION** - All the terms and conditions stated herein shall apply to all goods and services (hereinafter referred to as "Articles") supplied under the overall Purchase Order for National Heart Centre of Singapore Pte Ltd (hereinafter referred to as the "Company") by the party to which this Purchase Order is addressed (hereinafter referred to as the "Seller"), and shall take precedence overall of Seller's Terms and Conditions. The Seller is to bear all responsibilities for and not be absolved from any damages and/or claims arising from such Articles so supplied under this Purchase Order including those supplied by any third party as so instructed or agreed by the Seller.
2. **PARAMOUNTCY** - The Company's terms and conditions shall prevail over all other terms and conditions attached to the supply of Articles as required by this Purchase Order.
3. **DELIVERY** - Time of delivery is of the essence in this Purchase Order. Should the Seller fail to meet the delivery schedule as specified in this Purchase Order, the Company shall have the right to obtain such Articles from other source(s) and all increased costs incurred thereby shall be borne by the Seller.
4. **LIQUIDATED DAMAGES** - If the Seller fails to deliver the Articles in accordance with the specifications and delivery schedule as set out in the Purchase Order, the Company reserves the right to exercise its discretion to: a) require the Seller to pay or b) deduct from the total Purchase Order price, as and for liquidated damages, a sum to be calculated at the rate of five percent (5%) of the total price of the undelivered Articles or any part thereof whichever is greater, for each day of delay or any part thereof between the date of delivery specified in the Purchase Order and the actual delivery date.
5. **QUALITY OF ARTICLES & COMPENSATION** - The Articles supplied shall conform in all respects to the specifications, drawings and requirements as set out in this Purchase Order, and shall be in perfect condition and entirely fit for the intended use and purpose. The Seller is deemed to know what the Articles are intended for in accepting this Purchase Order. **Should the Articles be found to be defective, faulty and/or non-conformant to the Company's requirements, the Company is entitled to claim, at any time after the receipt of the Articles, against the Seller for any losses, expenses, costs and damages so suffered and incurred in this connection.**
6. **INSTALLATION AND MAKING GOOD** - Where installation is required, the Seller shall fully acquaint themselves with the structural, electrical, plumbing and other provisions pertinent to the Articles to be supplied. The Seller shall guarantee the Company on completion that the installation is free from any defects and completely safe for operation. The Seller shall be solely responsible for and shall make good any damages to any building or any part thereof, inclusive of fixtures, fittings and furniture, caused by the Seller's servants, workmen or agents and shall leave the same in as good a state of repair as it was when the work commenced.
7. **TESTING & COMMISSIONING** - Where testing & commissioning are required, the Seller shall be suitably equipped with all the necessary calibrated test and measuring instruments, and shall be represented only by competent, qualified and licensed staff in accordance with the local regulations, who shall test and commission the Articles in the presence of and to the entire satisfaction of designated representatives as appointed by the Company.

The testing and commissioning shall include: a) visual inspection of the Articles for damages, corrosion, short supply, wrong supply etc.; b) visual inspection of installation for soundness, safety and neatness, complete and thorough performance and c) safety checkouts in accordance with the manufacturer's guideline for acceptance testing and commissioning of the Articles so as to verify safe and satisfactory operation in conformance to the manufacturer's specifications for each item of the Articles.
8. **SPARE PARTS AND GUARANTEE PERIOD** - Where applicable, the Seller shall guarantee that the spare parts and consumables for the Articles supplied will be available for a period of at least five (5) years from the date of successful commissioning of the Articles said thereof, and shall undertake to supply or make available these spare parts and consumables for the stipulated period.
9. **ELECTRICAL OPERATING REQUIREMENTS** - Unless otherwise stated, all electrically operable Articles shall be directly operable from 230V (+/-) 6%, 50 (+/-) 2 Hz single phase AC supply. All configurations of modules with mainframes, mobile carts or consoles, or displays or recorders, intended to be used as single systems at bedside, central stations, on mobile carts or consoles as indicated in the specifications, shall be so interconnected that the complete system may be energized via a single 13A, 3 pin mains power plug.
10. **POWER CORDS** - All mains-operated electrical Articles shall be supplied complete with suitably insulated and sheathed three-core (two core for IEC Class II Articles) hospital grade flexible power cords of voltage and current rating appropriate to the Articles for operating theatre use shall be supplied with flexible power cords each of not less than 3 metres length, although the exact length shall be specified when available.

The flexible power cord shall be fitted with a three-pin high impact, unbreakable nylon body electrical plug meeting BS 1363/A. The plug shall be of good quality consistent with hospital safety and shall be equivalent to "Volex V. 1307W", "BICC 3583-07" or "MK Toughplug" 13A nylon plugs. The plug shall be wired in accordance with sub-clause 6.5 of IEC 601-1.
11. **ENVIRONMENT REQUIREMENTS** - All Articles shall be tropicalized and capable of continuous, trouble free operation in the ambient non-conditioned environment of Singapore.
12. **INSPECTION OF ARTICLES IF REQUIRED BY THE COMPANY** - Where the inspection of any Article is required by the Company, whether the Article is in the course of production or completed, the Seller shall give the Company full and free access to such works at any time when required and shall provide reasonable facilities as may be required therefor.
13. **INDEMNITY** - If in the course of the manufacture, delivery, acceptance, installation, commissioning, use or operation of the Articles or any part thereof, damage to property or death or personal injury caused by the faulty workmanship on the part of the Seller in the manufacturer of the Articles or any part thereof or sub-standard materials used in the manufacturer of defective design, the Seller shall indemnify the Company against any claim arising therefrom and all expenses incurred thereby.
14. **DOCUMENTATION** - The Seller shall also supply two (2) original sets of complete technical documentation in English pertaining to the installation inclusive of precise dimensioned drawings of all buildings, M&E work and detail operation and maintenance manual, spare parts list, equipment and spares catalogue etc.
15. **INDEMNIFICATION OF THE COMPANY AGAINST CLAIMS BY THE SELLER'S EMPLOYEES** - In the event of any claims whatsoever against the Company (including for this purpose every officer and department thereof) at any time, by any workman or employee employed by the Seller in and for the performance of the Purchase Order, the Seller shall indemnify the Company, its officers or department against such claims, and any costs, charges and expenses in respect thereof.
16. **ADEQUACY OF DESIGN** - Notwithstanding any approval (whether verbally or in writing) given by the Company in any of the Seller's proposals, designs and technical specifications relating to the performance and construction of the Articles and Servicing and for compliance with the specifications. The Seller shall utilise optimum and cost effective methods in the design and supply of the Articles. In the event of any inadequacy in the design of the Articles, the Seller shall, whenever it occurs, rectify immediately such inadequacy at the Seller's own expense.
17. **DESIGN RIGHTS** - Where as a result of carrying out all obligations under the Purchase Order in respect of work designed by the Seller for which the Seller is to be paid by the Company, the Seller generates proprietary technical data, know-how and other information, they shall become the property of the Company as and when such is generated. The Seller shall not use any such technical data, know-how and other information compiled during such programme for a third party without the authorisation of the Company even in the event of termination of the Purchase Order pursuant to the Company's right to suspend or terminate the Purchase Order.
18. **REMEDIES FOR INFRINGEMENTS OF PATENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES** - All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copy rights and trademarks used in respect of the Articles or any part or unit thereof supplied under this Purchase Order shall be deemed to be included in the Total Amount of the Purchase Order.

In the event of the Company (including for this purpose, every staff of the Company thereof), being held liable for damages arising out of any claim at the time of account of patent rights and/or intellectual property rights which may be payable by virtue of the Company's acceptance, possession, purchase, use or distribution of the Articles or any part or unit thereof under this Purchase Order, the Seller shall indemnify the Company and its staff against all such claims and costs and expenses in respect thereof.

In the event that any such infringement occurs, the Seller shall at his own expenses: a) procure for the Company the right to continue accepting, possessing, purchasing, distributing or using the Articles, or b) modify for the Company the Articles or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Articles, or c) replace the Articles or infringing part thereof by other Articles or part thereof of identical capability and performance.
19. **WARRANTY** - The Seller shall provide a minimum of a twenty-four (24) month warranty period, commencing from the date of receipt or successful completion of commissioning of the Articles whichever is later, during which the Seller shall within seven (7) days after notification replace with original parts and/or repair free of charge the Article or any part(s) thereof including accessories. The warranty period shall be extended for the duration the Article is out of service during the warranty period which shall be computed from the date of notification by the Company to the Seller that the Article is/are out of service.
20. **TITLE OF ARTICLES** - Title to the Articles shall pass from the Seller to the Company the moment it is unconditionally allocated to this Purchase Order, free of any form of encumbrance.
21. **RISK** - Irrespective to Clause 20 above on the passing of title, risks of loss or damage shall not pass until the Company has received, acknowledged that the Articles are in good order and condition, and settled full payment for the Articles.
22. **PAYMENT** - The Company shall, after the delivery and acceptance of the Articles and/or performance of the Services, including successful commissioning, and upon the clean presentation by the Seller of the commercial invoice(s), delivery note(s) and such other documents as may be required by the Company, pay within thirty (30) days unless otherwise agreed upon by the Company and the Seller, PROVIDED that such payment shall not affect the Company's right to reject any of the Articles or the Seller's responsibility to replace defective or damaged Articles. Notwithstanding this, full payment will not be made until the Articles have been successfully commissioned in accordance with Clause 7 above.
23. **ASSIGNMENT** - The Seller shall not transfer or assign the Purchase Order or any parts, share or interest therein without the prior written consent of the Company.
24. **FORCE MAJEURIE** - The Seller shall not be liable for any failure to comply with his obligations under this Purchase Order where such failure is caused by an Act of God or Force Majeure or by any riot, civil commotion, strike lockout or other labour disturbance, or by any fire, war, acts of foreign enemies or perils of the sea or other perils (other than the delays caused by sub-contractors) beyond the control of the Seller. The Seller shall notify the Company in writing of the said failure within thirty (30) days of the commencement of the event relied upon by the Seller for its failure to comply with its obligations.

In any of the events mentioned in the foregoing para, the Seller shall, for the duration of such event, be relieved of any obligation under this Purchase Order as is affected by such event PROVIDED that the provisions of the Purchase Order shall remain in force with regard to all other obligations under the Purchase Order which are not affected by such event. **AND PROVIDED** further that the Seller shall, should the Company so require in writing, resume his full obligations under the Purchase Order upon the cessation of such event.

If any of the events mentioned in clause 24 above last more than seven (7) days, the Company shall have the right to terminate the Purchase Order without being liable therefor in damages. The Seller shall within fourteen (14) days upon expiration of the notification period refund any excess advance payment to the Company after deducting the cost of delivered Articles at prices stated in the Purchase Order.
25. **SUSPENSION OR TERMINATION** - If the Seller is in default in the performance of this Purchase Order and/or fails to fulfill any part or obligation under this Purchase Order, the Company shall have the right to terminate this Purchase Order thirty (30) days after notification to the Seller of its default or failure, without being liable therefor in damages.
26. **VARIATION OF CONTRACT** - No variation in the terms of the Purchase Order shall apply thereto unless such variation shall have first been expressly accepted in writing by both parties.
27. **ARBITRATION** - All questions, disputes or differences which may at any time thereafter arise between the parties hereto touching or concerning this Purchase Order or its construction or effect or as to the rights, duties or liabilities of the parties hereto or either of them under or by virtue of the Purchase Order, or otherwise as to any matter in any way connected with or arising out of or in relation to the subject matter of the Purchase Order shall be referred to arbitration in Singapore by a single arbitrator and finally determined in accordance with the provisions of the Arbitration Act (Chapter 10 of the Republic of Singapore Statutes, Revised Edition, 1985) and any statutory modification or re-enactment thereof for the time being in force.

The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations of the Seller under this Purchase Order, except insofar as such obligations relate to the subject matter of such proceedings. All arbitration proceedings shall be in the English language.
28. **APPLICABLE LAW** - The Purchase Order shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of Republic of Singapore for every purpose.
29. **EMPLOYMENT OF FOREIGN WORKERS** - The Seller shall ensure that no illegal immigrants shall be employed by him or any sub-Contractor in the execution of any part of the Works and if any illegal immigrant is found to be so employed, the Company shall, notwithstanding the provision of this Purchase Order, be entitled to claim for any increased costs, losses and expenses incurred and withhold any payment due to the Seller for a minimum period of two months and the Company shall not be liable for any loss or damage suffered by the Seller as a result of any payment so withheld.

In addition, the Company reserves the right to impose such other measures as de-registration or debarment of the Seller. For the purpose of this clause, "Illegal Immigrant" means any person who has entered into Singapore in contravention of the provisions of Section 6 of the Immigration Act or any statutory modification or re-enactment thereof.
30. **LANGUAGE** - All business relating to this Purchase Order, both written and verbal, shall be conducted in the English language.
31. **RELiance CLAUSE** - The Seller accepts that the Company, inter-alia, relies on the skill and judgment of the Seller in the description and manufacturing quality of the Articles to be provided and on the judgment and skill of the Seller for any and all of the Services to be performed.
32. **INSOLVENCY** - The Company may at any time by notice in writing summarily terminate this Purchase Order or any unperformed balance of this Purchase Order without compensation to the Seller in any of the following events: a) if the Seller, being an individual or a firm or any partner in that firm shall at any time become bankrupt, or have a receiving order or administration order made against him, or make any composition or arrangement with or for the benefit of his creditors, or make any conveyance or assignment for the benefit of his creditors, or b) if the Seller, being a company, shall pass a resolution, or the Court shall make an order that the Seller shall be wound up (otherwise than for the purposes of amalgamation or reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or who entitle the Court to make a winding order, PROVIDED always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

Any termination under clause 32 para above shall discharge the parties from any liability for further performance of the Purchase Order and the Company shall be repaid forthwith any sums previously paid under this Purchase Order (whether paid by way of a deposit or otherwise) and to recover from the Seller the amount of any loss or damage sustained or incurred in the Company as a consequence of such termination.
33. **NOTICES** - Any notice or other communication sent by the Company shall be in writing and deemed to be properly sent, if it is sent under mail cover to the Seller's address, bearing the Company's address: National Heart Centre of Singapore Pte Ltd, Mistri Wing, 17 Third Hospital Avenue, Singapore 168752.
34. **REASONABLENESS** - Both parties agree that the Clauses stated in this Purchase Order are reasonable.
35. **WAIVER** - In the event the Company should waive any of its rights under this Purchase Order, the Company have waived only on the particular occasion and the Company reserves its right to exert its rights on any subsequent occasion.
36. **YEAR 2000 COMPLIANCE** - All products and services shall be Year 2000 (Y2K) compliant in accordance with the definition from the British Standards Institution document DISC PD 2000-1 "A definition of Year 2000 Conformity Requirements". Year 2000 Conformity shall mean that neither performance nor functionality is affected by dates prior to, during and after the year 2000 : a) No value for current date will cause any interruption in operation b) Date-based functionality must behave consistently for dates prior to, during and after the year 2000 c) in all interface & data storage, the century in any date must be specified either explicit or by unambiguous algorithms or inferring rules d) Year 2000 must be recognised as a leap year. Additionally, Seller shall indemnify the Company for all damages caused by delays and breakdowns of programs that result from the products and services not being Year 2000 compliant