SECTION 2

GENERAL TERMS AND CONDITIONS

FOR THE

SUPPLY OF GOODS

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1. DEFINITIONS

1.1 In this Contract, unless the context otherwise requires:

(a) "**Affiliate**" means: (1) an entity which directly or indirectly controls the applicable Party; or (2) an entity which is directly or indirectly controlled by the applicable Party or by an entity described in Clause 1.1(a)(1) herein. For the purposes of this definition of "Affiliate", "control" is defined as owning more than fifty percent (50%) of the voting equity of the applicable Party or entity (as applicable) or having otherwise the ability to control the management of the applicable Party or entity (as applicable), whether through the ownership of voting securities, by contract, resolution, regulation or otherwise;

(b) "**Contract**" means the Contractor's Proposal, corrigendum (if any), clarifications (if any), the Letter of Award, all documents relating to the RFP, this General Terms and Conditions, all Schedules (including any annex, appendix, schedule, or exhibit of the Schedules) and any mutually agreed written amendments thereto;

(c) "**Contractor**" means the successful vendor who has been awarded this Contract and who will supply the Goods and Services (where applicable) to the Institution and includes the Contractor's permitted assigns and/or successors-in-title;

(d) "**Contractor's Personnel**" means the representatives, agents, sub-contractors (if permitted) and employees appointed by the Contractor for the purposes of performing the Contract;

(e) "**Contract Period**" (where applicable) means the duration of the Contract as stated in **Clause 2**, unless earlier terminated pursuant to **Clause 15**;

(f) "**Contract Price**" or "**Price**" means the total awarded contract value (exclusive of GST) payable to the Contractor for the supply of Goods and Services (where applicable) to the Institution as stated in **Schedule 2** or Orders (as the case may be);

(g) "**Effective Date**" means the date the Contract commences as specified in the **Letter of Award**;

(h) "**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;

(i) "**Goods**" mean any such goods and pharmaceutical products (where applicable) including all parts that are to be supplied by the Contractor under this Contract and in accordance with the requirements specified in **Schedule 1**;

(j) "**Institution**" means the Institution (as defined in the **Letter of Award**), acting through its authorised representative(s). Even where it is not expressly provided, references to "Institution" in these General Terms and Conditions shall include its Affiliates, where applicable;

(k) "**Letter of Award**" means the letter of award issued by the Institution to the Contractor in respect of the acceptance of the Proposal (or part thereof);

(l) "**Orders**" means the ordering and purchase of such quantities of Goods by the Institution including by way of indent forms, purchase orders, emails and/or faxes, on the terms of this Contract;

(m) "**Parties**" means both the Contractor and the Institution (each of whom shall be referred to individually as "**Party**");

(n) "**Personal Data**" has the meaning defined in the Personal Data Protection Act 2012 (No. 26 of 2012) (the "**PDPA**");

(o) "**Proposal**" means the proposal submitted by the Contractor (including any negotiations and amendments thereto) in response to this RFP and accepted by the Institution;

(p) "**RFP**" means this Request for Proposal;

(q) "**Services**" (where applicable) means all services related to the supply of the Goods, more particularly described in **Schedule 1**, which shall be provided by the Contractor to the Institution pursuant to **Clause 5A**, and all other services which may not have been expressly stipulated in the RFP but which are to be necessarily implied for the satisfactory and timely performance of this Contract or which are customarily provided in accordance with generally accepted professional practice in Singapore for the provision of such services, to the extent that such services are not expressly stated in this Contract;

(r) **"Starting Quantity"** means the quantity of Goods as set out in **Schedule 1** that is required to be supplied by the Contractor in accordance with **Clause 3A**; and

(s) "**Stock Quantity**" means the quantity of Goods which the Contractor agrees to maintain on the Institution's premises for the duration of the Contract Period as set out in **Schedule 1**.

1.2 References in this Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

1.3 If any inconsistencies or conflicts arise between the separate documents forming the Contract, to the extent of inconsistency or conflict, the following order of precedence shall apply in order of priority: (i) any written agreement (e.g. addendum) between the Parties to amend the Contract, (ii) Orders, (iii) the Letter of Award, (iv) the Schedule(s) in this General Terms and Conditions, (v) this General Terms and Conditions, (vi) the other documents forming the Contract.

1.4 The paragraph or clause headings in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract. Unless otherwise expressly provided, any reference in this Contract to a "Clause", "Appendix", "Annex" or a "Schedule" is a reference to the relevant clause or appendix of, or annex or schedule to, this Contract. The Appendices, Annexes and Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract

1.5 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and all regulations, rules and statutory instruments (however described) issued under it.

1.6 Any reference to "day" shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.

1.7 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. “Business day” means any day other than a Saturday, a Sunday or a gazetted public holiday in Singapore.

1.8 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.

2. CONTRACT PERIOD & OPTION TO RENEW (where applicable)

2.1 Where applicable, this Contract shall commence on the Effective Date and shall expire on the date as stated in the **Letter of Award** with an option for the Institution to extend this Contract for a further period, as stated in the **Letter of Award**, from its expiry on the terms and conditions herein, including Contract Price, save for this option. The Contractor shall, at its own cost and expense, take all necessary steps to correct any deficiency and take all necessary steps to ensure that the Goods and Services (where applicable) are supplied within the timeline specified by the Institution.

2.2 The Institution may from time to time, whether by itself or through any of its Affiliates, during the Contract Period (where applicable) issue Orders to the Contractor for the purchase of Goods and/or Services (where applicable). 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 Institution 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 the percentage of the Estimated Quantity Required or the Quantity Required (as the case may be) as set out in **Schedule 1** at any one time to meet the Institution’s requirements in the event of an emergency situation (where applicable) to the extent specified in **Schedule 1**), and shall give the Institution advance notice (where applicable) to the extent specified in **Schedule 1.**

2.3 Where the quantity of Goods are specified in the Contract as an estimate, nothing in this Contract shall be construed as an obligation on the Institution to purchase a fixed or minimum quantity of Goods from the Contractor.

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, instrument and/or system used by the Institution, to the extent specified in **Schedule 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 Institution, for the Institution’s consideration, a replacement or improved model with no increase in Price, that complies with **Schedule 1** and can be used by the Institution for the purposes of the Contract.

3.2 This Contract is not exclusive to the Contractor and the Institution 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.

3.5 Where applicable, the Goods shall be supplied by the Contractor together with full information on drug composition, method and frequency of consumption, recommended dosages, dosage limits, precautions and side effects and any other information on the packaging or package inserts as required by the Health Products Act (Cap. 122D), in compliance with the Workplace Safety and Health Act (Cap. 354A) and any health and safety or other applicable legal and regulatory requirements. All such information, packaging or package inserts shall be deemed to form part of the relevant Goods. The cost of providing all such information is deemed to be included in the Contract Price.

3.6 Where applicable, the Contractor warrants and undertakes that the Goods and the supply thereof shall in all respects (including the design, manufacture, processing, storage and testing thereof) and at all times comply with the Misuse of Drugs Act (Cap. 185), the Health Products Act (Cap. 122D), the Workplace Safety and Health Act (Cap. 354A) and all health and safety and other applicable legal and regulatory requirements and meet all relevant industry standards, best practices, in particular the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme, the Guidance Notes on Good Distribution Practice and all other directives, guides, guidelines, recommendations and requirements applicable to such Goods, including, without limitation, any as issued by the World Health Organization, the Ministry of Health, and the HSA from time to time, or otherwise as may be necessary for the safe and efficient consumption or use of the Goods.

3.7 Where applicable, in any event where the Contractor is not the manufacturer of the Goods, the Contractor shall ensure and procure compliance by the relevant manufacturer(s) with the relevant obligations in **Clause 3.6** above.

3A. STARTING QUANTITY AND PURCHASE ON CONSIGNMENT BASIS

3A.1 The Contractor shall within three (3) days from the commencement of the Contract Period, or such other time as may be agreed between both Parties, deliver to the Institution the Starting Quantity in accordance with the provisions of **Clause 4** below.

3A.2 Save as expressly provided in this Contract, and notwithstanding delivery of the Goods in accordance with **Clause 4**, the Institution shall not be deemed to have purchased or undertaken to make payment for any Good or part thereof until the Goods have been consumed or utilised by the Institution.

3A.3 The Institution may from time to time and without prior notice to or approval from the Contractor consume or utilise all or part of the Goods from the Stock Quantity maintained on the Institution's premises. Such Goods shall be deemed to have been purchased by the Institution on the terms of this Contract upon such consumption or utilization.

3B. STOCK CHECKS AND MAINTAINING OF STOCK QUANTITY

3B.1 During the Contract Period, the Contractor shall maintain the Stock Quantity on the Institution's premises and shall, at its own cost and expense, deliver such quantities of the Goods as may be necessary to ensure that the full Stock Quantity is maintained.

3B.2 The Stock Quantity shall be maintained on the premises of the Institution at the sole risk of the Contractor and the Contractor acknowledges and agrees that the Institution shall not be liable in any way whatsoever for any loss, damage or cost arising from referable to or in connection with any damage or harm to or loss (including total loss) of the Stock Quantity maintained on the premises of the Institution, unless due to the gross negligence or wilful default of the Institution.

3B.3 The Contractor shall at its own cost and expense, from time to time during the Contract Period, conduct regular checks on the quantity and the condition of the Goods maintained on the Institution's premises. Such checks shall be conducted at such frequency as may be necessary for the Contractor to comply with its obligations under this Clause or as may be specified by the Institution, as the case may be, and in any event not less often than once every year. The Contractor shall in connection with each such check carried out in respect of the Goods provide the Institution with a detailed report in such form as may be prescribed by the Institution, signed by the relevant Contractor's personnel and acknowledging that the requisite checks have been adequately performed by such personnel.

3B.4 Prior notice must be given by the Contractor to the Institution in respect of all checks and deliveries to be made by the Contractor pursuant to this clause. All such checks and deliveries shall be conducted by prior appointment only.

3B.5 If the Contractor fails to maintain the full Stock Quantity on the Institution's premises during the Contract Period, the Institution shall be entitled (but not obliged to) without prejudice to its accrued rights against the Contractor, to obtain the Goods as may be necessary to make up the full Stock Quantity from other sources, and all additional costs incurred by the Institution including the Institution's administrative costs and any positive price differential between such goods or any generic substitute or alternatives as may be accepted by the Institution and the price of the Goods under the Contract, shall be borne by the Contractor. Goods which have been obtained by the Institution from alternative sources shall not count towards the Stock Quantity for the purposes of this Clause. For the avoidance of doubt, any purchase of Goods by the Institution from alternative sources pursuant to this Clause shall not relieve the Contractor from its obligations under this Clause, unless expressly waived in writing by the Institution.

3B.6 If at any time the Institution shall determine, or the Contractor shall discover in the course of stock checks conducted pursuant to this Clause, that the Goods maintained at its premises, or any portion thereof, are defective, damaged or otherwise do not meet the requirements of the Contract, the Contractor shall at its own expense immediately replace such defective or non-conforming Goods so as to ensure that the full Stock Quantity maintained at the premises of the Institution meet the requirements of this Contract.

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 Institution's instructions.

4.2 Unless otherwise expressly stated, delivery shall be made within three (3) business 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.

4.3 Except where otherwise provided in the Contract, delivery of the Goods includes the unloading, stacking and where applicable, the installation, testing and commissioning of the Goods by the Contractor.

4.4 The Contractor shall strictly follow the delivery requirements of the Institution as time is of the essence, and failure to do so will be considered a material breach. The Institution reserves the right, at its discretion, to vary the delivery instructions, including the location, date and time of delivery of the Goods and/or Services (where applicable) at no additional cost to the Institution.

4.5 The Institution may reject the Goods, which in its sole determination, 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 Institution 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 Institution. 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.

4.6 If the Contractor fails to deliver the Goods in accordance with **Clause 4.1**, carry out the Services (where applicable) in accordance with this Contract or to replace the defective Goods in accordance with **Clause 4.5** above, the Institution shall be entitled, without prejudice to its accrued rights against the Contractor for failure of or late delivery, to obtain such Goods and/or Services (where applicable) from other sources and in such event to reject late delivery of the Contractor’s Goods and/or Services (where applicable) in favour of delivery by such substitute source, and all additional costs in obtaining such Goods and/or Services (where applicable) from such alternative sources, including the Institution’s administrative costs and any positive price differential for the Goods and/or Services (where applicable) or such generic substitute or alternatives thereto accepted by the Institution, shall be borne by the Contractor.

4A. MARKINGS AND PACKAGING OF GOODS (applicable only to pharmaceutical products)

4A.1 Where applicable, without prejudice to the generality of the foregoing, the Goods shall at all times be marked and/or packed, secured and delivered in accordance with the instructions of the Institution and the requirements set out in **Schedule 1** and in compliance with the Health Products Act (Cap. 122D), the Workplace Safety and Health Act (Cap. 354A) and all health and safety and other applicable legal and regulatory requirements and meet all relevant industry standards, best practices, in particular, the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme and all other directives, guides, guidelines, recommendations and requirements applicable to such Goods, including, without limitation, any as issued by the World Health Organization, the Ministry of Health and the HSA from time to time.

5. TITLE AND RISK

5.1 The Contractor represents and warrants to the Institution that full legal and beneficial title to the Goods shall pass from the Contractor to the Institution upon acceptance of the Goods upon use or consumption (as the case may be) of the Goods by the Institution in accordance with **Clause 3A**, free of any form of encumbrance.

5.2 Notwithstanding delivery of the Goods, risk of loss or damage in respect of the Goods shall not pass to the Institution until the Goods have been used or consumed by such Institution pursuant to **Clause 3A**.

5A. SERVICES (where applicable)

5A.1 Where applicable, the Contractor agrees to provide the Services to the Institution as set out in **Schedule 1**, and in accordance with the terms herein and shall in connection with the provision of such Services carry out such reasonable instructions and directions as may be issued by the Institution from time to time in every respect to the reasonable satisfaction of the Institution and in compliance with any relevant industry standards and all applicable legal and regulatory requirements, and without undue disruption to the business and operations of the Institution.

5A.2 The Contractor warrants that it has the requisite manpower/personnel, equipment, materials, skill and expertise, for the satisfactory provision of the Services (where applicable) in accordance with the Contract, and acknowledges that the Institution relies upon this warranty and representation.

5A.3 The cost of providing the Services (where applicable) is deemed to be included in the Contract Price and no extra charges shall be payable by the Institution.

5A.4 The Contractor shall provide all necessary training to the Institution's nominated personnel on the use of the Goods. The training shall be conducted in the English Language by the Contractor's qualified instructor(s).

5B. EQUIPMENT / INSTRUMENT SETS

5B.1 Where specialised equipment or instruments are required in order for the Goods to be used or consumed (as the case may be), the Contractor shall provide to the Institution such type and number of equipment/instrument sets as may be requested by the Institution free of charge. The Contractor shall, at its own expense, deliver the equipment/instrument sets to the Institution within the time agreed between the Parties. Upon notification by the Institution that the equipment/instrument sets are no longer required, the Contractor shall at its own expense collect and remove the same from the Institution's premises.

5B.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 Institution 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 Institution.

5B.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 maintained, repaired or replaced as recommended by the manufacturer or at the request of the Institution.

6. LIQUIDATED DAMAGES

6.1 Without prejudice to the Institution's rights under **Clause 4.6** above or otherwise, in the event of the Institution accepting late delivery of the Goods or any part of the Services (where applicable) from the Contractor, the Institution 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 (½%) of the Contract Price for the late delivery of the Goods or any part of the Services, 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 delivery of the Goods or Services (where applicable), subject to such other calculation as may be specified in this Contract to be applicable.

6.2 The Contractor acknowledges and agrees that the sum stipulated above constitutes a genuine pre-estimate by the Contractor and the Institution of the potential loss that would be suffered by the Institution 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 Institution's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.

6.3 Notwithstanding **Clause 6.1**, if the Institution determines in its sole and absolute discretion that there is significant delay in the delivery of the Goods or Services by the Contractor and the delay is not due to a Force Majeure Event stated in **Clause 16**, the Institution 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 Institution or to which the Institution 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 Institution pursuant to **Clause 5.1**, the Contractor shall within seven (7) days or such other time as agreed between the Parties, submit to the Institution the commercial invoice(s), delivery note(s) and such other documents as may be required by the Institution 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 Institution shall make payment within sixty (60) days from the date of receipt of the invoice for the Goods successfully delivered and accepted by the Institution.

7.2 The Contractor shall not be entitled to payment for any Goods rejected by the Institution for any reason whatsoever.

7.3 Notwithstanding **Clauses 7.1** and **7.2**, any payment made to the Contractor by the Institution shall not prejudice the Institution's right to reject Goods and/or Services (where applicable) that do not comply with the provisions of this Contract or the Contractor's responsibility to replace and re-perform Goods and Services (where applicable), respectively, which are defective. The Institution reserves the right to reject any claim for payment (whether in whole or in part) that it determines in its sole and absolute discretion not to be in accordance with the provisions of this Contract. For the purposes of this Contract, "defective" includes Goods that are found on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples.

8. CONTRACTOR'S GENERAL OBLIGATIONS

8.1 The Contractor shall ensure that:

(a) the Goods and Services (where applicable) conform in all respects with the Contract and, where applicable, with any samples approved by the Institution;

(b) the Goods operate in accordance with the relevant manufacturer's or technical specifications provided by the Contractor;

(c) where applicable, the Contractor and Goods comply with the Institution's IT policies and any relevant policies in relation to cybersecurity risks if the Goods requires connection to any of the Institution's systems and/or connection with the internet. The Contractor will be deemed to have read and understood the Institution's IT policies;

(d) the Goods supplied shall conform in all respects to the specifications set out in the relevant Orders and the Contract, and shall be tropicalised and capable of continuous, trouble-free and efficient operation in the ambient non-air-conditioned environment of Singapore; and

(e) the Goods are free from defects, patent or latent, 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 Institution, and shall meet the standard of satisfactory quality, as the same is provided in the Sale of Goods Act (Cap. 393). The Contractor hereby also acknowledges that it is aware of the purposes for which the Goods are intended.

8.2 Where the Goods supplied to the Institution are intended or designed for surgical use, human consumption, ingestion, injection or any other use involving contact with, insertion into or application to the human body, such Goods must be packaged and delivered to the Institution in good, safe, sterile and clean condition and otherwise suitable and safe for such use, and in compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards (including the Guidance Notes on Good Distribution Practice, where applicable), for the period required by the Institution. 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 Institution 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 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 HSA or any international drug or health authority ("**Withdrawn Products**"), the Institution 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 Institution 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 Institution's premises.

8.5 The Contractor shall at its own expense, remove from the Institution'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 Institution 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 Institution with the means to so contain the used, damaged or expired Goods as well as all instructions and training as may be necessary.

8.6 The Contractor shall, from time to time, upon request by the Institution, furnish written reports to the Institution containing such information as the Institution may require about the Contract, including but not limited to the quantity and/or the value of Goods purchased by the Institution (for each line item).

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 RFP remains true and accurate;

(d) the Goods are not currently 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 HSA or any international drug or health authority or under investigation or review for the same;

(e) the Goods and Services (where applicable) 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;

(f) the Goods and Services (where applicable) 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 Institution, 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 and/or the provision of the Services (where applicable);

(g) where applicable, all parts of the Goods installed by the Contractor do not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm, impede Institution's use of the Goods or any other of the Institution's systems;

(h) full legal and beneficial title to the Goods shall pass from the Contractor to the Institution upon acceptance of the Goods in accordance with **Clause 5**, free of any form of encumbrance;

(i) the execution of the Contract and delivery of the Goods and Services (where applicable) 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, or any agreement or obligation, by which it is bound; and

(j) 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 which shall be for the minimum period of 24 months unless otherwise stated in **Schedule 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 indicators 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 Institution, the Contractor shall, at its own expense, upon the written notification of the Institution and within the time stipulated therein, replace, rectify or otherwise repair the damages or defective Goods and make good the same to the Institution's satisfaction within the time stipulated by the Institution in the written notification, which shall not be less than three (3) business days.

9.3 Where applicable, the Contractor shall ensure that the Goods have the minimum shelf life period of 24 months unless otherwise stipulated in **Schedule 1** ("**Shelf-Life Period**"), commencing from the date of delivery of the Goods in accordance with **Clause 5**. Where the Goods do not have the stipulated Shelf-Life Period, they shall not count towards the Stock Quantity and the Contractor shall within two (2) business days after notification by the Institution replace, free of charge, the Goods.

9.4 The supply of samples of the Goods by the Contractor to the Institution (if any), the exhibition or demonstration of the Goods by the Contractor to the Institution or the testing of the Goods by the Institution shall not in any way entitle the Contractor to derogate from or relieve the Contractor in any way of its obligations to ensure that the Goods supplied comply with all requirements, warranties and conditions in this Contract or prejudice the Institution's rights against the Contractor for any breach under the Contract.

10. INDEMNITY

10.1 The Contractor shall fully indemnify the Institution and/or the Institution's employees, servant and agents against all claims (including third party claims) proceedings, actions, damages, costs, expenses (including legal costs on an indemnity basis) 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 or the use of the Goods, due to the Contractor's (or Contractor's Personnel) act, default, omission or negligence (including negligence in the manufacture, packaging or delivery of the Goods) or due to fraud, fraudulent misrepresentation, criminal act, breach of any statutory obligations (including that 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 Contractor's Personnel) including any breach or non-performance of this Contract by the Contractor or Contractor's Personnel).

10A. INDEMNITY FROM MANUFACTURER (applicable only to pharmaceutical products)

10A.1 Where applicable, in any event where the Contractor is not the manufacturer of the Goods, the Contractor shall obtain at its own expense a written undertaking from the relevant manufacturer(s) to comply with the relevant obligations in **Clause 10** above and furnish a copy of the same to the Institution.

11. SECURITY DEPOSIT / BANKER'S GUARANTEE

11.1 The Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to lodge with the Institution a Security Deposit in the form of an on demand Banker's Guarantee or such other forms of security (in such form as prescribed by the Institution), equivalent to ten percent (10%) of the Contract Price.

11.2 The Institution shall be entitled to utilise and make payments out of or deductions from the Security Deposit in accordance with the Contract.

11.3 In the event that the Security Deposit provided for in **Clause 11.1** is inadequate to fully indemnify or compensate the Institution for any loss, liability, cost, expenses or damage incurred or suffered by the Institution as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Institution, pay to the Institution all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Institution to the extent to which the Security Deposit proves inadequate.

11.4 If, at any time, by virtue of the deduction by the Institution in accordance with **Clause 11.2**, the Security Deposit falls below the amount stipulated in **Clause 11.1**, the Contractor shall, forthwith on demand by or on behalf of the Institution, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable to the Institution for the same.

11.5 The Security Deposit shall be refunded without interest to the Contractor with the remaining value after any payments and/or deductions as provided in **Clause 11.2**, and after the Contract has expired or has been terminated PROVIDED ALWAYS that the Contractor has performed the Contract to the satisfaction of the Institution.

12. DEED OF GUARANTEE AND INDEMNITY FROM CONTRACTOR'S PARENT COMPANY

12.1 The Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to obtain the Contractor's parent company's execution of a Deed of Guarantee and Indemnity in favour of the Institution, in a form to be determined at the Institution's sole and absolute discretion.

12.2 If the Contractor's parent company is registered overseas, the Institution shall have the option to procure, at the Contractor's own cost and expense, a legal opinion from a reputable law firm determined by the Institution, confirming the enforceability of the Deed of Guarantee and Indemnity against the Contractor's parent company in the country which it is registered.

13. INSURANCE

13.1 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, indemnifying the Institution from all liabilities arising under this Contract, which includes but is not limited to:\

(a) personal injury or death;

(b) loss or damage to property and against loss or damage suffered or incurred by the Institution by fire and such other perils as the Institution may require;

(c) product liability;

(d) liabilities to third parties arising from the Contractor's performance or non-performance of its obligations under this Contract; and

(e) the Contractor's liability as an employer in respect of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise.

13.2 Such insurance shall be maintained for the duration of the Contract Period or such other period as the Institution may require (the "**Insured Period**"), and shall to the extent of the liabilities assumed by the Contractor under this Contract, include the Institution and its Affiliates as additional assureds.

13.3 Throughout the Insured Period, the Contractor shall make payment for all necessary premiums from time to time by the day on which the same ought to be paid and shall not cause the said policies to be invalidated or diminished in their purpose, and shall, if the Institution so directs, deposit with the Institution the receipts in respect of the payment of such premiums.

13.4 The Contractor shall cause the insurance policies stipulated in this **Clause 13** to contain a "Severability of Interests" (Cross Liability) clause which states that, in the event of one insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party.

13.5 Upon the Effective Date and upon the renewal of any insurance policy required by **Clause 13.1**, the Contractor shall provide to the Institution a copy of any policy taken out by the Contractor in compliance with this **Clause 13** or a broker's verification of insurance to demonstrate that the appropriate cover is in place.

13.6 All insurances required under this **Clause 13**, or material changes to these insurances, shall be endorsed by the Institution to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the Institution and its Affiliates to the extent of the liabilities assumed by the Contractor under the Contract.

13.7 If any default is made by the Contractor in complying with the terms of this Contract, the Institution may, without prejudice to any other remedy available to the Institution for breach of any terms of the Contract:

(a) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or

(b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

13.8 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 any liability referred to in this Contract.

13.9 Nothing in this **Clause 13** shall be construed to take away or to waive or in any manner to modify the right of the Institution to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Institution.

14. AUDIT

14.1 If required by the Institution and where appropriate, the Contractor shall allow the Institution to conduct periodic audits at all locations and premises in which the Contractor performs its obligations under this Contract to ensure that there are proper controls and compliance with this Contract and to monitor the performance of the Contractor's obligations under this Contract, to satisfy itself as to the status and quality of the Goods and Services (where applicable). Audits may be conducted by the Institution or by a third party appointed by the Institution ("**Audit Representative**"). The Contractor shall cooperate with and provide support, information and assistance to the Institution and/or its Audit Representative for the purpose of such audits. The Contractor shall provide all support necessary for the conduct of the audits at no additional cost to the Institution.

14.2 Without prejudice to the foregoing, the Institution may conduct surprise spot checks on any locations and premises in which the Contractor is performing or has performed obligations under this Contract for the purpose of such audits.

15. TERMINATION

15.1 The Institution 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 Institution to remedy the breach;

(b) it is a material breach or a breach that is not in the sole and absolute opinion of the Institution 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.

15.2 In the event of termination under **Clause 15.1** 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 Institution in respect of these undelivered Goods; and

(b) the Contractor shall refund and repay to the Institution any advance payment received from the Institution without prejudice to the Institution'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.

15.3 The Institution 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 Institution 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 Institution been duly and faithfully observed by the Contractor; and

(b) forthwith deliver to the Institution 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.

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

16. FORCE MAJEURE

16.1 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.

16.2 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 endeavours at all times to satisfy its obligations to the Institution whether in whole or in part, notwithstanding the occurrence and/or continuation of any Force Majeure event.

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

16.4 The Institution 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.

17. DISPUTE RESOLUTION

17.1 In the event of any dispute between the Parties in connection with this Contract, any Party may request in writing to the other Party to meet within fourteen (14) days to resolve the dispute, within thirty (30) days of the first meeting or such other time as may be agreed between the Parties, in good faith without recourse to legal proceedings.

17.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with **Clause 17.1** 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 20**.

18. GOVERNING LAW

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

19. STATUTORY OBLIGATIONS, COMPLIANCE WITH LAW, AND REQUIREMENTS OF CONTRACTOR'S PERSONNEL

19.1 Save for the Institution'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.

19.2 Without prejudice to **Clause 20**, where the Contractor receives any Personal Data from the Institution, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the Personal Data to fulfill its obligations under this Contract. The Contractor shall indemnify the Institution for any breach of the PDPA, which renders the Institution liable for any fines, costs, claims or expenses.

19.3 The Contractor shall not offer or give, or agree to give, to the Institution or any other public body or any person employed by or on behalf of the Institution 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 Institution may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination if so.

19.4 The Contractor shall ensure that it complies at all times with all legal and regulatory requirements and obtains all licences, consents, permits and authorisations, including any government authorisation or certification required, as may be necessary for the supply and delivery of the Goods and/or Services (where applicable) from time to time. In the event of a change in legal or regulatory requirements during the course of the supply of the Goods and/or Services (where applicable) under the Contract, the Contractor undertakes to take all necessary actions for complying with the same, at its own expense.

19.5 The Contractor undertakes that all the Contractor's Personnel shall, in performing their duties in relation to the Contract (whether on the premises of the Institution or otherwise), observe the security and safety requirements of the Institution and comply with such instructions or rules and regulations as may be issued by the Institution from time to time.

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 (the "**Confidential Information**") unless the disclosure is required by law, regulation or directive of the law enforcement organisations or made with the prior written consent of the Institution.

20.2 The Contractor hereby agrees that it shall:

(a) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of the Contract;

(b) procure the compliance of the Contractor's Personnel with the confidentiality obligations herein; and

(c) ensure that any employee, servant or agent of the Contractor's subcontractor (if any) comply with the confidentiality obligations herein.

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 Institution 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 Institution.

20.4 The Contractor shall in relation to Personal Data (where applicable), also:-

(a) process Personal Data only in accordance with the written instructions given by the Institution and to such extent necessary and appropriate for the purposes of this Contract or such other purposes approved by the Institution in writing;

(b) promptly deal with any enquiry from the Institution relating to the Contractor's processing of Personal Data;

(c) not transfer or allow the Personal Data to be transferred, outside of Singapore, unless expressly instructed or authorised by the Institution; and

(d) provide all necessary co-operation and assistance (whether to the Institution or otherwise) to allow access and/or correction of Personal Data in accordance with the PDPA.

20.5 The Contractor's confidentiality obligations under this Clause shall survive the expiry or termination of the Contract for a period of five years, save for the obligations in relation to Personal Data (where applicable), including but not limited to patient information, which shall remain confidential for the duration contemplated by the PDPA.

20.6 The contents of this Contract may be shared by the Institution with any of its Affiliates and their internal or external professional advisors and auditors, and with any regulatory bodies and government agencies.

20.7 A reference to the Institution in this Clause includes a reference to the Institution's Affiliates.

21. NO SUB-CONTRACTING AND ASSIGNMENT

21.1 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 Institution.

21.2 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 Institution against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

22. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

22.1 The Parties are independent contractors. Save as expressly provided in this Contract or by express agreement in writing between the Parties, nothing in this Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of this Contract.

23. PARAMOUNT OBLIGATION

23.1 The Contractor acknowledges that the Institution 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 Institution shall not be required or obliged under this Contract to act in any manner contrary to such paramount obligation.

24. RELIANCE

24.1 The Contractor accepts that the Institution, inter-alia, relies on the skill and judgment of the Contractor in the design, description and manufacturing, quality, reliability, function, safety, suitability and performance of the Goods to be provided and on the judgment and skills of the Contractor for any and all of the Services (where applicable) to be performed.

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, including from any Security Deposit (where applicable).

26. NOTICES

26.1 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 Institution: Address as stated in the Letter of Award	If to Contractor: 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.

26.2 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) business 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.

27. AMENDMENTS

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

28. WAIVER

28.1 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.

29. USE OF NAME

29.1 Except as may be necessary for either Party to carry out its obligations under this Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

30. SEVERANCE

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

31. SURVIVAL

31.1 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.

32. REASONABLENESS

32.1 Both Parties agree that the clauses in this Contract are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against the Institution.

33. LANGUAGE

33.1 All business relating to this Contract, both written and verbal, shall be conducted in the English Language.

34. ENTIRE AGREEMENT AND COUNTERPARTS

34.1 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.

34.2 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.

35. MISCELLANEOUS

35.1 Subject to Clause 35.2, the Contractor acknowledges and agrees that whilst the Institution is the contracting party to this Contract, the Goods and Services (where applicable) may be delivered to and/or enjoyed by and/or performed for the benefit of the Institution's Affiliates.

35.2 If at any time during the Contract Period, any of the Institution's Affiliates, desires to contract directly with the Contractor for the purchase of the Goods and Services (where applicable), the Contractor agrees that it will extend to such Affiliates terms and conditions no worse off than those in this Contract (including charging such prices that are no higher than the Contract Price).

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