Unless the Parties otherwise agree in writing, payment shall be made in Singapore Dollar by cheque or wire transfer to an account specified by the Seller. No extra charges of any kind including, without limitation, interest, service or other carrying charges will be borne by the Purchaser unless specifically agreed to by the Purchaser in writing.

5. ACCEPTANCE, CANCELLATION AND VARIATION

5.1 Without prejudice to Clause 18.1, the Purchaser may cancel the Purchase Order if the Seller has not confirmed acceptance of the Purchase Order in writing within five (5) calendar days of receipt of the Purchase Order.

5.2 The Purchase Order shall be deemed accepted and become a binding Contract when: (a) it is signed and returned by the Seller; or (b) the Seller issues its Confirmation of Order; or (c) the Seller confirms performance of the Contract; or (d) the Seller accepts the Purchaser's partial or complete order.

5.3 If the Confirmation of the Seller's confirmation varies from the Purchase Order, the Seller shall be bound thereto only if it agrees to such variation in writing and neither the acceptance of the delivery of the Products and/or Services nor payments made shall constitute approval or agreement of any such variation.

5.4 No variation to the Contract shall be binding unless agreed in writing and signed by the authorised representatives of the Purchaser and the Seller.

5.5 If at any time during the course of the Contract, the Purchaser wishes to vary the Products and/or Services, it shall notify the Seller and the Seller shall with all reasonable promptness provide the Purchaser with the amount of the purchase price of the variation. The Purchaser may, at its discretion, deduct such variation from the Products and/or Services. If the Seller fails to accept the Purchaser's variation, the Purchaser may terminate the Contract, without any charge or liability, the Contract to the extent of all the Products and/or Services affected.

5.6 The implementation of any variation to the Products and/or Services shall be subject to the written agreement of the Parties. The Seller shall not undertake any such variations unless specifically instructed in writing to do so by the Purchaser.

5.7 If any change directly affects the prices or delivery schedules of the Products and/or Services, an equitable adjustment may be made provided that such equitable adjustment is documented in writing and signed by authorised representatives of both Parties. If, after reasonable and good faith efforts, the Parties are unable to agree on the amount of the adjustment, the Purchaser may terminate, without any charge or liability, the Contract to the extent of all the Products and/or Services affected.

5.8 The Seller shall not, without the prior written consent of the Purchaser, make any process or design changes affecting the Products and/or scope of Services. No deviation may be made by the Seller in any respect from any drawings or specifications furnished by the Purchaser without the Purchaser's consent therein to write. If any drawings or specifications do not cover fully any materials or manufacturing process necessary to execute the Purchase Order, the Seller must obtain the Purchaser's instructions in writing before purchasing any such materials or apply any process.

6. IMPORT/EXPORT REQUIREMENTS, CERTIFICATES OF ORIGIN, PROOF OF EXCISE DUTIES, EXPORT RESTRICTIONS

6.1 The Seller shall comply with all applicable import and export requirements, and shall furnish to the Purchaser, upon request, information or documentation of the Seller's compliance.

6.2 Without limiting the generality of the foregoing, the Seller shall promptly make available any certificates of origin requested by the Purchaser with all necessary details completed and properly signed sufficient to satisfy the requirements of: (a) the customs authorities of the country of receipt; and (b) any other authorities to which this export licensing situation may apply. The Seller also applies to documentation relevant to matters of excise duties, which shall be paid by the Seller.

7. DELIVERY AND DELAYS, MARKED PRODUCTS, TITLE AND RISK

7.1 The Products and/or Services shall be delivered to the Delivery Location on the date(s) specified in the Contract ("Delivery Date"). The Purchaser may delay or alter such dates and the Purchaser may delay the receipt to negotiate, as necessary, to amend its delivery schedules and Delivery Location at any time.

7.2 Products marked with any mark used or owned by the Purchaser shall not be delivered to any third party or used by the Seller without the prior written consent of the Purchaser.

7.3 The Seller shall ensure that the Products are properly packed so as to reach the Delivery Location undamaged and in good condition. Damage to the Products during delivery shall be charged to the Seller. The Seller shall not be charged for packing, crating, reusable containers, freight and/or any other services unless so specified in the Purchase Order.

7.4 The Seller shall ensure that all Products are marked in accordance with the provisions of the Contract and instructions of the Purchaser. The Seller shall provide with each delivery of Products a packaging note detailing the Purchase Order number, description, code number (if any) and the quantity of Products despatched. The information on the packaging note must tally with the Purchase Order.

7.5 Time of delivery is of the essence of the Contract. Failure to meet the Delivery Date shall constitute a breach of the Contract. The Seller shall give the Purchaser written notice of any prospective delays to deliver the Products and/or Services by the Delivery Date. If only a portion of the Products or a part of the Services can be delivered on the Delivery Date, the Seller shall deliver the available Products and/or Services unless otherwise directed by the Purchaser. Partial delivery shall be deemed completed only when all the Products and/or Services are delivered.

7.6 If the Seller fails to deliver the Products and/or Services in accordance with the Contract, or fails to deliver by the Delivery Date, then the Seller shall pay to the Purchaser liquidated damages calculated at the rate of 0.5% of the price of the respective Purchase Order for each day of delay starting from the date of default until the date the Products and/or Services are completely performed by the Seller. The Purchaser may, but shall not be bound to, deduct such liquidated damages, whether in whole or in part, from any moneys due from the Purchaser to the Seller under any other purchase Order.

7.7 Notwithstanding the foregoing in this Clause 7, if the Seller fails to deliver in accordance with the Contract, or if the Seller notifies the Purchaser of a prospective failure to deliver by the Delivery Date, the Purchaser reserves the right to cancel the whole or any part of the Contract without charge or liability and reserves all rights in damages and otherwise arising, including, but not limited to, the right to purchase substitute Products and/or Services elsewhere to the detriment of the Seller for the benefit of its own. If such additional cost reasons as to increase or additional reasons as to increase or increase or increase the price of the products and/or services to be supplied or to be supplied, the Purchaser may, at its discretion, cancel the Contract in whole or in part, without any charge or liability, the Contract to the extent of all the Products and/or Services affected.

7.8 Risk in and title to the Products shall pass to the Purchaser upon acceptance by the Purchaser of the delivery of the Products to the Delivery Location without prejudice to any right of cancellation to which the Purchaser may be entitled under Clauses 7 and 9.

7.9 Clause 7.8 is herein without prejudice to Clause 15 in respect of any Software.

7.10 Any issued Material will be at the Seller's risk whilst in its possession.

8. QUALITY AND COMPLIANCE, STATUTORY OBLIGATIONS

8.1 Owing to the nature of the Services, the Seller is not required to ensure that the Services are delivered in accordance with any standard, regulation or other requirement, and the Seller shall not be responsible for any breach of any standard, regulation or other requirement.
1.0 DESCRIPTION OF PURCHASE ORDER TERMS AND CONDITIONS

1.1 All Products and/or Services supplied shall be in accordance with the terms of the Contract and all Services shall be performed in a proper and skilful manner by experienced personnel and conform to the best industry standards.

1.2 This Clause shall include and apply to any replacement, repaired, substituted or remodeled Products and/or Services provided by the Seller.

1.3 While on the Purchaser’s premises, the Seller shall abide by any written or verbal instructions in relation to safety and security issued by the Purchaser.

1.4 The Seller shall comply with all relevant statutes, rules and regulations by laws affecting its obligations and the performance of the Contract.

9. INSPECTION AND REJECTION

9.1 If the Products and/or Services do not comply with the Contract, the Purchaser shall, within a reasonable time, give notice to reject the Products and/or Services and return any rejected Products and rights or remedy any rejected Services. The rejected Products shall be returned to the Seller at Seller’s own risk and expense. All Services found to be defective, non-conforming or failing to meet any of the Seller’s warranties shall be completely re-performed at the Seller’s cost and expense. In urgent cases or if the Seller is in default with its obligations, the Purchaser may be entitled, at the Seller’s cost and expense, to take the necessary steps to repair such defects itself or to enthrust a third party to do so. The Purchaser shall inform the Seller before such steps are taken. If forfait notification is not possible, steps necessary to avoid damage may in urgent cases be taken without notification and in such cases, the Purchaser shall notify the Seller as soon as possible afterwards. The Seller’s warranty obligations remain unaffected, except where defects are attributable to the steps taken by the Purchaser or a third party.

9.2 Unless otherwise specified or approved by the Purchaser in writing, the Seller shall remove the Purchaser’s name and any of the Purchaser’s trademarks, trade names, insignia, part numbers, symbols or decorative designs from all Products returned or rejected by the Purchaser or not sold or delivered to the Purchaser.

9.3 Any reference to “Seller” in this Clause 9 includes any subcontractor of the Seller permitted under Clause 19.1. Where the Seller repairs or replaces Products or provides remodeled Services under these clauses, the Conditions shall apply to the repaired or replaced Products and/or the remodeled or remodeled Services.

9.4 The Purchaser reserves the right (but shall not be obliged to) at reasonable times to inspect or test the Products and/or Services at any stage before delivery and the Seller shall give rights of access to premises and such facilities as the Purchaser may reasonably require for such inspection.

9.5 Testing, inspection and acceptance by the Purchaser or user shall not be deemed a waiver of the Seller’s obligations under Clause 8 and this Clause 9.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Seller warrants that: (a) it has all necessary permits and licenses to allow it to sell the Products and/or Services to the Purchaser, and that it has complied with all relevant rules and regulations affecting its obligations and the performance of the Contract; (b) it has good title to the Products it is selling to the Purchaser and in the event that the Products are sold to an end user, it will supply the end user with good title; (c) it has title to licence the Software to the Purchaser and the end user (as the case may be); (d) it has inspected the Products and/or Services prior to delivery and shall, if requested, supply the Purchaser with certificates of origin and/or testing. Such certificates must state the Purchase Order number and the name and address of the Seller and state the country of origin of the Products.

10.2 The Seller further warrants that all Products and/or Services supplied, as the case may be: (a) conform with the quality, quantity, specifications, description and any other particulars contained in the Contract; (b) conform with any sample, design criteria, drawing, description and specification furnished by the Purchaser or in any tender documents described or referenced in the Purchaser’s Order; (c) comply with the performance specifications in the Contract, be new and not contain any used or reconditioned parts or materials unless otherwise specified or approved by the Purchaser; and (d) be of satisfactory workmanship, in satisfactory condition and fit for any intended use expressly or impliedly made known to the Seller and free from all defects, blemishes, encroachments and other claims against title.

10.3 Without prejudice to the Purchaser’s rights under the Contract and at law, the Seller warrants the Products and/or Services against defects for the longer of: (i) the Seller’s normal warranty period; or (ii) a period of twelve (12) months (or as otherwise stated in the Contract) from the date of delivery of the Products, or the completion of any of the Services, or, where applicable, the commencing date, or from the date of delivery of the defective Products repaired or replaced under Clause 9 herein.

10.4 This Clause 10 shall include and apply to any replacement, repaired, substituted or remodeled Products and/or Services provided by the Seller.

10.5 Breach of any of the warranties in this Clause 10 shall, without prejudice to any other rights of the Purchaser, entitle the Purchaser to terminate the Contract and claim damages, loss, costs and expenses from the Seller (including, without limitation, legal costs on an indemnity basis) and any cost or expense arising from, in connection with or related in any way to any breach or alleged breach of any warranty made by the Seller under the Contract. The obligation to indemnify herein shall survive the termination or expiration of the Contract.

11. ISSUED MATERIALS

11.1 All Issued Material shall be and remain the property of the Purchaser. The Issued Material shall not be passed on to third-parties or used for purposes other than those specified in the Contract. The Seller shall indemnify and compensate the Purchaser and all its assigns, subcontractors and customers from and against all claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis) suffered as a result of a breach of this and other Conditions herein.

11.2 The Seller hereby undertakes to maintain the Issued Material in good order and condition and to keep it separate from the Seller’s property and to identify it as Issued Material of the Purchaser. The Seller shall not use the Issued Material except in respect of contracts with the Purchaser. It is the Seller’s responsibility to replace any Issued Material that is lost, partly damaged or wholly destroyed while in his possession.

12. NON-DISCLOSURE

12.1 The Seller shall only use the Confidential Information for the purpose of performing the Contract.

12.2 The Seller shall not disclose Confidential Information in its original or derivative, including the Work Product (defined in Clause 14.4) to any third party without the express consent of the Purchaser except to its own employees who need to know such information in the course of their duties and if those parties are bound by the Seller similarly to confidentiality provisions; (b) if required by law or a court order, provided that the Seller, it is not liable by or for such prohibited disclosure or use, informs the Purchaser promptly of notice of such requirement and cooperates with the Purchaser in attempting to limit such disclosure.
15.7 The Seller shall provide the Purchaser with such technical advice, assistance, data and documentation, including source code where necessary, to enable the Purchaser to maintain the Software if so wishes.

16. INDEMNITY

16.1 The Seller shall fully indemnify the Purchaser and its assigns, subcontractors and End Users from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis): (a) sustained by the Purchaser and its assigns, subcontractors and End Users may be liable as a result of the Seller’s breach of or failure to perform its obligations under the Contract; and (b) resulting from death, injury, loss or damage to persons or property caused or contributed by the negligence, act, default or omission of the Seller, its employees, subcontractors (if permitted under Clause 19.1) or agents.

16.2 The Seller accepts liability for all other claims, liabilities, actions, demands, loss, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis) incurred by the Purchaser and its assigns, subcontractors and customers and which is attributable to negligence, act, default or omission on the part of the Seller, its employees, subcontractors (if permitted under Clause 19.1) or agents or resulting from or in connection with the furnishing of the Products and/or Services by the Seller or otherwise arises or results from a breach of the Contract.

16.3 The obligations in this Clause 16 shall survive the expiration or termination of the Contract.

17. FORCE MAJEURE

17.1 A Party will not be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control, including acts of God, acts of terrorism, acts of war or threat thereof, fire, flood, explosion or power failure, infectious diseases, epidemics, pandemic or government action. If any such delay is caused by the death of a subcontractor of the Seller (permitted under Clause 19.1), and is beyond the control and without the fault or negligence of both the Seller and such permitted subcontractor, the Seller shall incur no liability for such delay unless the Products and/or Services to be furnished by such permitted subcontractor were obtained from other sources in sufficient time to meet the required delivery hereunder. The Seller shall notify the Purchaser immediately upon learning of any event which may result in any delay.

17.2 If such delay or failure continues for at least one (1) month, the Parties shall be entitled to forthwith terminate the Contract by notice in writing in which event, no Party shall have any claim against the other in respect of such force majeure.

18. TERMINATION

18.1 The Contract may be terminated forthwith by either Party: (a) if the other Party commits any breach of the Contract which is not remediable, or which is not remedied within fourteen (14) days of receiving written notice from the first-mentioned Party specifying the nature of the breach; or (b) if the other Party is unable to pay its debts or enters into liquidation (other than for the purpose of effecting a reconversion or amalgamation) whether compulsorily or voluntarily or compounds with or consents to a meeting of its creditors or has a receiver or judicial manager appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

18.2 The Purchaser shall be entitled to cancel the Purchase Order in respect of all or part only of the Products and/or Services by giving notice to the Seller at any time prior to delivery, in which event the Purchaser shall pay a fair and reasonable sum for and accept delivery of all finished Products made or acquired by the Seller and/or Services properly rendered at the date of cancellation. In the event of partial cancellation, the Seller shall not be excused from delivering the Products and/or performing the Services that are not the subject of cancellation by the Purchaser.

18.3 The Purchase Order may be cancelled by the Seller in the event of the Seller at any time failing or being unable to comply with any of the terms, conditions or warranties contained therein.

18.4 Termination of the Contract shall not discharge either Party from any existing obligation which has accrued on or prior to the date of termination.

18.5 For the avoidance of doubt, any termination of the Contract shall not affect the continuance in force of Software licences granted to the Purchaser or its customers.

18.6 In the event that the Purchaser terminates the Contract as provided in Clauses 18.1 and 18.3 above, the Purchaser may procure, upon such terms and in such manner as the Purchaser reasonably deems appropriate, replacement Products and/or Services and the Seller shall reimburse the Purchaser upon demand for all additional costs, loss and expense reasonably incurred by the Purchaser in purchasing such substitute Products and/or Services.

19. MISCELLANEOUS

19.1 The Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Contract without the prior written consent of the Purchaser. Any proposed assignment, transfer, delegation or subcontract without the Purchaser’s prior written consent shall be void. If the Purchaser gives its written consent to any delegation or subcontract by the Seller, the Seller shall not be relieved of any of its obligations under the Contract. The Purchaser may attach conditions to the giving of its consent. The Purchaser may at any time, assign, transfer, delegate or subcontract any or all of its rights or obligations under the Contract without requiring the Seller’s prior written consent.

19.2 If the Products and/or Services supplied under the Contract require the Purchaser to have any permit or licence from any governmental or other regulatory authority, the Contract shall be deemed conditional upon such permit or licence being granted at the required time.

19.3 Without prejudice to Clause 10.1, the Seller shall comply with all applicable laws, rules regulations and requirements and shall obtain at its own costs and expense, all necessary permits and licences, and shall furnish to the Purchaser, upon request, information or documentation of the Seller’s compliance, as well as any other information or documentation required to enable the Purchaser to comply with any laws, rules, regulations and requirements applicable to its receipt and use of any Products and/or Services.

19.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby, but shall remain in full force and effect.

19.5 Failure to terminate the Contract following a breach or other failure to comply with any terms and conditions of the Contract shall not be deemed to be a waiver of a Party’s defences, rights or causes of action arising from such or any future breach or non-compliance, nor shall it affect or impair such Party’s right to enforce such terms and conditions in any way.

19.6 The Contract is the entire agreement between the Parties and may not be changed unless agreed in writing and signed by properly authorised representatives of both Parties. No course of dealings between the Parties, no usage of the trade, no prior or contemporaneous agreement (except for any non-disclosure agreement), representation or understanding, oral or written, shall be relevant to determining the meaning of the Contract.

19.7 All notices must be in writing, signed by the authorised representative of the Party issuing such notices and sent to the postal or email address of the other Party as set out in the Contract. Notices may be delivered by hand, or by prepaid registered post or by email and shall be deemed to have been served (a) if by hand, at the time of delivery; (b) if by prepaid registered post, three (3) working days after posting; or (c) if by email, on the date of transmission, provided no error message is generated by the sender’s machine.

19.8 The Parties do not intend that any term of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or otherwise, by any person who is not a party to the Contract.

19.9 The Contract shall be governed by and construed in accordance with the laws of Singapore. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.

19.10 Any reference in the Contract to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before, on or after the date of the Contract, so as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Contract and (as far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

19.11 The headings in these Conditions are intended for convenience only and shall be ignored in construing these Conditions. Unless the context otherwise requires, words (including words defined in the Contract) denoting the singular number only shall include the plural and vice versa. The words “written” and “in writing” include any means of visible reproduction.

20. BUSINESS ETHICS

20.1 The Seller warrants that it has not offered or given and will not offer or give to any officer, employee, agent or representative of the Purchaser any pecuniary compensation in any form in connection with the Contract and that it has taken reasonable measures to prevent its subcontractors, agents or any other third parties subject to its control and determining influence from doing so.

20.2 The Seller undertakes to lodge a report with details of any offer of pecuniary compensation via the Purchaser’s whistle-blowing channels provided on its webpage at https://www.sus.edu.sg/wbform/.