

1. DEFINITIONS

- 1.1 "Conditions" means these terms and conditions for the purchase of Products and/or Services which are incorporated into and form part of the Purchase Order.
- 1.2 "Confidential Information" means all non-public, confidential or proprietary information of the Purchaser, including, but not limited to, Issued Materials, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Purchaser to the Seller, whether disclosed orally, visually or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified with the legend "confidential", in connection with the Purchase Order(s) or the Contract.
- 1.3 "Contract" means the contract between the Seller and the Purchaser for the supply of the Products and/or Services comprising: (a) the Seller's offer (subject to the provisions of Clause 2) and acceptance thereof by the Purchaser; or (b) the Purchase Order and (subject to the provisions of Clause 2) the Seller's acceptance thereof; together with these Conditions, and the documents (if any) incorporated by express reference on the face of the Purchase Order and the documents (if any) referred to in Clauses 3 and 4.
- 1.4 "Delivery Location" means the address specified on the Purchase Order or as otherwise instructed by the Purchaser in writing to which the Products and/or Services are to be delivered.
- 1.5 "Intellectual Property Rights" means any trademark or service mark, pending trademark or service mark application, patent, pending patent application, know-how, registered and unregistered design, design right, copyright, trade secret, licence relating to any of the above or other similar industrial or commercial right.
- 1.6 "Issued Material" means, without limitation, patterns, samples, drawings, standard sheets, printing-copies, theories, models, profiles, tools, moulds or other tooling, material, equipment, goods or articles or any property supplied or issued by the Purchaser to the Seller to be used in fulfilment of the Seller's obligations.
- 1.7 "Party" means the Seller or the Purchaser and "Parties" means both of them.
- 1.8 "Personal Data" means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which an organization has or is likely to have access.
- 1.9 "Privacy Laws" means all relevant laws applicable to the protection of Personal Data including the Singapore Personal Data Protection Act (Act 26 of 2012) and its regulations.
- 1.10 "Products" means the products, goods or items which are the subject of the Contract and which may, without limitation, comprise or include Software.
- 1.11 "Purchaser" means Singapore University of Social Sciences.
- 1.12 "Purchase Order" means the purchase order (in the Purchaser's standard form) signed by an authorized representative together with these Conditions.
- 1.13 "Seller" means the person, firm or company referred to on the face of the Purchase Order with whom the Purchaser enters into the Contract.
- 1.14 "Services" means work and/or other services which are the subject of the Contract and which may, without limitation, comprise, include or relate to Software as a service.
- 1.15 "Software" means the software and firmware items which are comprised or included in or related to the Products and/or Services.

2. APPLICABILITY

- 2.1 These Conditions are incorporated into and form part of the Purchase Order. **Any offer by the Seller and/or acceptance of a Purchase Order by the Seller shall be deemed to constitute an acceptance of and agreement to comply with these Conditions.**
- 2.2 **These Conditions shall supersede any other terms, conditions, arrangements, customs or practices (whether express or implied, written or oral) unless the Purchase Order specifically states otherwise.** All terms, conditions, arrangements, customs or practices as aforesaid conflicting with these Conditions are hereby excluded and all terms and conditions of these Conditions shall prevail to the extent of such conflict.
- 2.3 **These Conditions shall prevail over differing, varying or additional terms and conditions proposed by the Seller, including, without limitation, those contained in any offer, sales order acknowledgement, invoice or any document of the Seller.** Such differing, varying or additional terms shall not form part of the Contract without the express written consent of the Purchaser signed by its authorised representative.
- 2.4 **If the Parties have an existing formal written agreement governing the Purchaser's purchase of the Seller's Products and/or Services, then the terms in the formal written agreement will supersede any contrary terms in these Conditions.**

3. PRICES AND TAXES

- 3.1 The prices shall be as stated in the Contract. The prices are fixed and unless otherwise specified in the Purchase Order, the prices include, without limitation, packaging, transportation costs to the Delivery Location, insurance, customs duties, fees, levies and taxes; and the Seller shall be solely responsible for paying all such amounts. The prices shall not be adjusted save as provided in these Conditions.
- 3.2 All prices are exclusive of any applicable goods and services tax ("GST") chargeable under the Goods and Services Tax Act (Cap. 117A). GST shall be charged by the Seller at the rate and in the manner from time to time prescribed by law and shall be paid by the Purchaser subject to receipt of a valid GST invoice (or equivalent). Save as aforesaid, the Purchaser shall have no other or further liability to the Seller with respect to any tax, duty, levy or like imposition for which the Seller may be liable as a result of the supply of the Products and/or Services. If the Purchaser is required to withhold any tax or charge pursuant to any applicable law or regulation, the Purchaser shall be entitled to withhold and deduct such tax or charge from the price to be paid to the Seller.
- 3.3 Upon delivery of the Products and/or Services in accordance with clause 7 herein, the Seller is required to issue invoices for such Products and/or Services to the Purchaser, either by postal or electronic means.

4. TERMS OF PAYMENT

- 4.1 Payment term shall be thirty (30) days from the date of the Purchaser's receipt of the Seller's invoice or the date of completion of the delivery or performance of the Products/ Services (whichever date is later), unless otherwise stated in the Purchase Order. Insofar as the Seller is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. The Purchaser shall be entitled to set off or withhold any payments to a reasonable extent for reasons of deficiency. The period for payment shall commence after the complete rectification of any deficiency.
- 4.2 The Purchaser shall be entitled to set off against the price, any sums owed to the Purchaser by the Seller.

- 4.3 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 oral or written acknowledgement; or (c) the Seller commences performance; or (d) the Seller otherwise accepts the Purchase Order in some form.
- 5.3 If the Seller's confirmation varies from the Purchase Order, the Purchaser shall be bound thereby only if it agrees to such variation in writing and neither the acceptance of 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 the Services ordered, it shall notify the Seller and the Seller shall within a reasonable period provide a written statement of the amount of the following by which such variation would increase or decrease: (a) the dates, quantities, qualities, timescales or milestones; and (b) the charges; which have been agreed in the Contract, and such other information as the Purchaser may reasonably require.
- 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 the 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 thereto in writing. 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 applicable export licensing regulations. This also applies to documents 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 reserves the right 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 disposed of 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 packaged so as to reach the Delivery Location undamaged and in good condition. Damage to the Products due to improper packaging shall be charged to the Seller. The Purchaser shall not be charged for packing, crating, returnable 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 in respect of each despatch 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 failure 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 late delivery and be considered 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 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 and to hold the Seller liable for any loss, expense or additional cost reasonably incurred thereby.
- 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 herein is 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 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 properly qualified and experienced personnel and conform to the best industry standards.
- 8.2 This Clause 8 shall include and apply to any replacement, repaired, substituted or remedial Products and/or Services provided by the Seller.
- 8.3 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.
- 8.4 The Seller shall comply with all relevant statutes, rules and regulations and bylaws 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 of rejection to the Seller and without prejudice to any of its other rights, the Purchaser may at its discretion require the Seller to comply with the Contract by expeditiously replacing or repairing as appropriate any rejected Products and righting or remedying 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 obligation to repair defects, the Purchaser shall be entitled, at the Seller's cost and expense, to take the necessary steps to repair such defects itself or to entrust a third party to do so. The Purchaser shall inform the Seller before such steps are taken. If prior notification is not possible, steps necessary to avert damage may in urgent cases be taken without any 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 rejected or returned 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 remedial Services under these clauses, the Conditions shall apply to the repaired or replaced Products and/or the remedial or remedied 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 end 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 licences to allow it to sell the Products and/or Services to the Purchaser, and that it has complied with all relevant laws, 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 good title to licence the Software to the Purchaser and the end user (as the case may be); and (d) it has inspected and tested the Products for compliance with the Contract 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 together with any item numbers.
- 10.2 The Seller further warrants that all Products and/or Services supplied shall, as the case may be: (a) conform with the quantity, quality, 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 and other requirements described or referenced in the Purchase Order; (c) comply with the performance specifications in the Contract, be new and do not contain any used or reconditioned parts or materials unless otherwise specified or approved by the Purchaser; and (d) be of satisfactory quality, merchantable and fit for any intended use expressly or impliedly made known to the Seller and free from all defects, liens, encumbrances 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 either: (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 commissioning 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 remedial 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).
- 10.6 The Seller shall fully indemnify and hold harmless the Purchaser and all its assigns, subcontractors and customers from and against all claims, liabilities, actions, demands, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis) of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the warranties 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 any 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 the property 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 Purchaser's prior written consent except: (a) on a need-to-know basis only to its officers, employees, agents or professional advisers and only if these parties are bound to the Seller by substantially similar confidentiality provisions; (b) if required by law or a court order, provided that the Seller, if it is not legally or by such order prohibited from so doing, gives the Purchaser prompt notice of any such requirement and cooperates with the Purchaser in attempting to limit such disclosure.
- 12.3 The Seller's obligation under this Clause 12 does not apply to information that is: (a) in the public domain without breach by the Seller of its confidentiality obligations herein; (b) already known to the Seller at the time of disclosure, as evidenced by written records; (c) obtained by the Seller from a third party who is not under or in breach of any obligation of confidentiality in disclosing the same to the Seller; or (d) developed by the Seller independently of such Confidential Information, as evidenced by written records.
- 12.4 The Seller shall promptly return all Confidential Information received from the Purchaser when requested to do so by the Purchaser.
- 12.5 In the event of a breach by the Seller of this Clause 12, the Purchaser shall be entitled to apply for appropriate equitable remedies, in addition to any other remedies it may have at law or in equity.
- 12.5 The Seller shall not use the Purchaser's name, logo, trademark or service mark for the purpose of advertising, making a news release, creating a business reference or website or for product or service endorsement without the prior written consent of the Purchaser.
- 12.6 The Seller shall not, without the Purchaser's prior written consent, advertise or otherwise make known that the Seller supplies or has supplied Products and/or Services to the Purchaser.
- 12.7 The confidentiality obligations shall remain applicable and in full force indefinitely notwithstanding the termination or expiration of the Contract.
- 13. PERSONAL DATA PROTECTION**
- 13.1 The Seller shall comply with all Privacy Laws in its collection, use, disclosure, processing and retention of Personal Data and shall observe the highest standards of care and confidentiality in handling any Personal Data in its possession.
- 13.2 The Seller shall be fully accountable for the security, collection, use, disclosure, processing and retention of Personal Data and shall be held responsible for any misuse or unauthorized use or disclosure of the Personal Data in accordance with the Privacy Laws.
- 13.3 Without prejudice to the generality of the foregoing in this Clause 13, the Seller shall: (a) use Personal Data only for purposes arising out of or in connection with the Purchase Order and only after notifying or obtaining the consent of the individual to whom the Personal Data relates; (b) use reasonable efforts to ensure the accuracy of Personal Data; (c) institute reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, processing, retention and transmission of Personal Data, including Personal Data contained in Confidential Information; (d) securely destroy Personal Data when it is no longer required for the purposes for which it was collected; and (e) transfer Personal Data only as prescribed by the Privacy Laws.
- 13.4 Notwithstanding the termination or expiration of the Contract, the Seller shall be liable for, and keep the Purchaser fully indemnified against, all damages, loss, costs, legal fees on an indemnity basis, penalties and proceedings, including any penalties or other amounts levied, imposed or charged by an regulator or regulatory authority, arising out of or in connection with an act or omission of the Seller or any of its officers, employees, agents and representatives in relation to this Clause 13.
- 14. INTELLECTUAL PROPERTY RIGHTS**
- 14.1 The Seller warrants that the Products and/or the Services do not violate or infringe any Intellectual Property Rights of a third party.
- 14.2 Notwithstanding the termination or expiration of the Contract, the Seller shall fully indemnify the Purchaser and its assigns, subcontractors and customers from and against any claims, liabilities, actions, demands, damages, loss, costs and expenses (including, without limitation, legal costs on an indemnity basis) in respect of any alleged or actual infringement by any of the Products and/or Services of any Intellectual Property Rights of a third party and the Seller shall at its own costs and expenses defend or settle all such claims or actions or proceedings brought or threatened to be brought against the Purchaser.
- 14.3 Without prejudice to any of the foregoing, if any of the Products and/or Services is held or claimed to infringe any Intellectual Property Rights of a third party, the Seller shall at its own cost and expense use its best efforts to procure the right for the Purchaser to continue using or receiving the infringing Product and/or Services. If the Seller is unable to do so, then the Seller undertakes at its own costs and expenses to: (a) replace or modify the infringing Product and/or Services expeditiously so that it is no longer infringing; or (b) if the Seller is unable to replace or modify the infringing Product Services, refund in full all payments made by the Purchaser for the infringing Product and/or Services and reimburse the Purchaser upon demand for all additional loss, costs and expenses incurred by the Purchaser in purchasing any substitute Products and/or Services.
- 14.4 All Intellectual Property Rights in the works carried out under the Contract ("Work Product") is hereby assigned to, and shall vest in, the Purchaser absolutely. This includes any copyright or design right which will vest in and become the property of the Purchaser as and when such rights come into existence.
- 14.5 The Purchaser shall own all Intellectual Property Rights arising from modifications and customisations of the Products and/or the Services, made by Seller for the Purchaser, or by the Purchaser itself. The Purchaser reserves all its rights in drawings and in goods produced according to its instructions as well as in any processes developed by it.
- 15. SOFTWARE**
- 15.1 If the Products and/or Services include Software, the terms in this Clause 15 shall apply in addition to any applicable terms set out herein.
- 15.2 The Seller shall deliver or make available to the Purchaser, no later than the start date of the license term set out in the Contract and in electronic form only, all Software, licence keys, access or activation information, and all related documentation, user manuals and other relevant specifications published by the Seller ("Documentation"). The Seller will deliver or make available to the Purchaser all updates, upgrades, enhancements and fixes to the Software, in electronic form only and no later than the date of each update, upgrade, enhancement or fix is made commercially available to the Seller's other customers.
- 15.3 The Seller hereby grants to the Purchaser and the Purchaser hereby accepts, on the following terms and conditions, a non-exclusive and non-transferable, fully paid-up irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use the Software for the number of users or copies of the Software provided on the Purchase Order. The Parties expressly agree that any software shrink-wrap and click-through software licencing agreements shall not apply to any software purchased under the Purchase Order unless the Purchaser expressly agrees in writing to such shrink-wrap or click-through software licencing agreement.
- 15.4 The Seller acknowledges that the Purchaser may sub-licence the Software to its students, faculty, associates, customers or other authorised end users (collectively "End Users").
- 15.5 The Seller grants to the Purchaser a perpetual, worldwide, non-exclusive, royalty-free, irrevocable licence (unless otherwise specified in the Purchase Order) to use, reproduce, distribute and prepare derivative works in the Purchaser's name all Documentation furnished by the Seller. The Purchaser may reproduce such documentation subject to affixing copyright notices to all copies of documentation and the Seller hereby waives, and shall cause to be waived, all applicable rights with respect to such Documentation.
- 15.6 These rights with respect to the Software and Documentation shall extend to third parties to use and reproduce the Products for the Purchaser's internal use.

- 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 it 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 or for which 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, damage, 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, pandemics or government action. If any such delay is caused by the delay 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 obtainable 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 reconstruction or amalgamation) whether compulsorily or voluntarily or compounds with or convenes 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 Purchaser in the event of the Seller at any time failing or being unable to comply 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 loss, cost and expense reasonably incurred by the Purchaser in purchasing such substitute Products and/or Services.
- 18.7 The rights and remedies granted by the Purchaser pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.
- 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 far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Contract and (so 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 inserted 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.suss.edu.sg/whistleblowing>.