

## **TERMS AND CONDITIONS**

### **1. BASIS OF CONTRACT**

1.1 This Purchase Order (**Order**) constitutes an offer by Singapore Arts School Ltd. (**SAS**) to purchase the goods (**Goods**) and/or services (**Services**) specified in the Order from the addressee of the Order (**Vendor**) in accordance with these terms and conditions (**Conditions**).

1.2 The Order shall be deemed to be accepted on the earlier of: (a) the Vendor issuing a written acceptance of the Order; or (b) any act by the Vendor consistent with the fulfilment of the Order, at which point and on which date (**Commencement Date**) there shall come into existence a contract (**Contract**) between SAS and the Vendor for the supply of the Goods and/or Services in accordance with these Conditions. The Order shall automatically expire if it is not accepted within 60 days from issue, unless otherwise agreed in writing by SAS.

1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. However, where the Order has been created pursuant to an Invitation to Quote, Invitation to Tender, Request for Proposal, Request for Quote or other similar document issued by SAS (**Ancillary Document**), the terms of such Ancillary Document shall be deemed to be incorporated herein, and if and to the extent that there is any inconsistency between any of the terms of such Ancillary Document and these Conditions, the terms of such Ancillary Document shall prevail. The Order, these Conditions and any Ancillary Document constitute the entire agreement and understanding between the parties in connection with the supply of the Goods and/or Services, and supersede all prior oral or written communications, representations or agreements in relation to the same.

1.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### **2. SUPPLY OF GOODS**

2.1 The Vendor shall ensure that the Goods shall:

- (a) correspond with their description and with any applicable specifications agreed with SAS ;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act (Cap 393)) and fit for any purpose held out by the Vendor or made known to the Vendor by SAS, expressly or by implication, and in this respect SAS relies on the Vendor's skill and judgment;
- (c) be free from defects in design, materials and workmanship and remain so for at least 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, including any such requirements relating to food safety.

2.2 The Vendor shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

### **3. DELIVERY OF GOODS**

3.1 The Vendor shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

3.2 The Vendor shall deliver the Goods:

- (a) on the date specified in the Order (or if no such date is specified then within 30 days of the date of the Order), and in this respect time shall be of the essence;
- (b) to the delivery address specified in the Order or as instructed by SAS, or if no such address is specified or instructed, to SAS's premises at 1 Zubir Said Drive, #05-01, Singapore 227968; and
- (c) during SAS's normal business hours on a business day, or otherwise as instructed by SAS.

3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the location required in clause 3.2(b), whereupon title and (subject to the Vendor's compliance with clause 2.1) risk in the Goods shall pass to SAS.

3.4 In delivering the Goods the Vendor shall ensure that its delivery personnel observe all health and safety rules and regulations, food safety regulations, security requirements, rules of work and standard practices that apply at SAS's premises, including without limitation the provisions of the Workplace Safety and Health Act (Cap 354A) and the Environmental Protection and Management Act (Cap 94A).

### **4. SUPPLY OF SERVICES**

4.1 The Vendor shall from the Commencement Date or such other date specified in the Order and for the duration of this Contract provide the Services to SAS in accordance with the terms of the Contract.

4.2 The Vendor shall meet any performance deadlines for the Services specified in the Order or notified to the Vendor by SAS.

4.3 The Vendor acknowledges that SAS may rely or act on the Services.

4.4 In providing the Services, the Vendor shall:

- a) co-operate with SAS in all matters relating to the Services, and comply with all instructions of SAS;
- b) perform the Services with the best care, skill and diligence in accordance with best practice in the Vendor's industry, profession or trade;
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Vendor's obligations are fulfilled in accordance with the Contract;
- d) ensure that the Services and any deliverables required in connection with the Services (**Deliverables**) will conform with all descriptions and specifications agreed with SAS, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Vendor by SAS;
- e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to SAS, will be free from defects in workmanship, installation and design;
- g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- h) observe all health and safety rules and regulations, food safety regulations, security requirements, rules of work and standard practices that apply at SAS's premises, including without limitation the provisions of the Workplace Safety and Health Act (Cap 354A) and the Environmental Protection and Management Act (Cap 94A);
- i) hold all materials, equipment and tools, drawings, specifications and data supplied by SAS to the Vendor (**SAS Materials**) in safe custody at its own risk, maintain the SAS Materials in good condition until returned to SAS, and not dispose or use the SAS Materials other than in accordance with SAS's written instructions or authorisation; and
- j) not do or omit to do anything which may cause SAS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its activities.

### **5. CUSTOMER REMEDIES**

5.1 If the Vendor fails to deliver the Goods and/or perform the Services by the applicable date, SAS shall, without limiting its other rights or remedies, have the following rights:

- a) to terminate the Contract with immediate effect by giving written notice to the Vendor;
- b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Vendor attempts to make;
- c) to recover from the Vendor any costs incurred by SAS in obtaining substitute goods and/or services from a third party;
- d) where SAS has paid in advance for Services that have not been provided by the Vendor and/or Goods which have not been delivered by the Vendor, to have such sums refunded by the Vendor; and
- e) to claim damages for any additional costs, losses or expenses incurred by SAS which are in any way attributable to the Vendor's failure to meet such dates.

5.2 If the Vendor has delivered Goods that do not comply with the undertakings in clause 2.1, then, without limiting its other rights or remedies, SAS shall have the following rights, whether or not it has accepted the Goods:

- a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Vendor at the Vendor's own risk and expense;
- b) to terminate the Contract with immediate effect by giving written notice to the Vendor;
- c) to require the Vendor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- d) to refuse to accept any subsequent delivery of the Goods which the Vendor attempts to make;
- e) to recover from the Vendor any expenditure incurred by SAS in obtaining substitute goods from a third party; and
- f) to claim damages for any additional costs, loss or expenses incurred by SAS arising from the Vendor's failure to supply Goods in accordance with clause 2.1.

5.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Vendor.

5.4 SAS's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

### **6. CHARGES AND PAYMENT**

6.1 The price for the Goods: (a) shall be as set out in the Order; and (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by SAS. No extra charges shall be effective unless agreed in writing and signed by SAS.

6.2 The charges for the Services shall be as set out in the Order, and shall be the full and exclusive remuneration of the Vendor in respect of the performance of the Services. Unless otherwise agreed in writing by SAS, the charges shall be deemed to cover every cost and expense of the Vendor directly or indirectly incurred in connection with the performance of the Services.

6.3 In respect of Goods, the Vendor shall invoice SAS on or at any time after completion of delivery. In respect of Services, the Vendor shall invoice SAS on completion of the Services. Each invoice shall be submitted in duplicate and shall include such supporting information and documents as may be required by SAS, including without limitation delivery orders, service reports and works orders.

6.4 In consideration of the supply of Goods and/or Services by the Vendor, SAS shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice.

6.5 The Vendor shall maintain complete and accurate records of the time spent and materials used by the Vendor in providing the Services, and the Vendor shall allow SAS to inspect such records at all reasonable times on request.

6.6 SAS may at any time, without limiting any of its other rights or remedies, set off any liability of the Vendor to SAS against any liability of SAS to the Vendor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

## 7. INTELLECTUAL PROPERTY

7.1 In respect of the Goods and any other goods that are transferred to SAS as part of the Services (including any Deliverables) under this Contract, the Vendor warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to SAS, it will have full and unrestricted rights to sell and transfer all such items to SAS.

7.2 The Vendor assigns to SAS, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services (including any Deliverables).

7.3 The Vendor shall obtain waivers of all moral rights in the products (including the Deliverables) of the Services to which any individual is now or may be at any future time entitled under the laws of any jurisdiction.

7.4 The Vendor shall, promptly at SAS's request, do or procure to be done all such further acts and things and the execution of all such other documents as SAS may from time to time require for the purpose of securing for SAS the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to SAS under clause 7.2.

7.5 All SAS Materials are and shall remain the exclusive property of SAS.

## 8. INDEMNITY

8.1 The Vendor shall keep SAS indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by SAS as a result of or in connection with:

- a) any claim made against SAS for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Vendor, its employees, agents or subcontractors;
- b) any claim made against SAS by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Vendor, its employees, agents or subcontractors; and
- c) any claim made against SAS by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Vendor, its employees, agents or subcontractors.

8.2 This clause 8 shall survive termination of the Contract.

## 9. INSURANCE

9.1 During the term of the Contract, the Vendor shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on SAS's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 10. CONFIDENTIALITY

10.1 The Vendor shall ensure that all information, matters and working policies in connection with the Contract and the supply of the Goods and/or Services or any information relating to the activities, finances or confidential matters of SAS or its related corporations which may be disclosed to the Vendor's employees are kept confidential by the Vendor and its employees and not revealed, divulged or disclosed to any person, firm or company except with the prior written consent of SAS.

10.2 The Vendor shall not issue press releases other public disclosures concerning the Contract, except where: (a) SAS has given its prior written consent to the disclosure; or (b) such disclosure is necessary for the Vendor to comply with applicable laws or regulations binding on the Vendor, in which case the Vendor shall consult with SAS and make all reasonable attempts to agree the form and contents of the disclosure with SAS before making the disclosure.

10.3 This clause 10 shall survive termination of the Contract.

## 11. TERMINATION

11.1 Without limiting its other rights and remedies, SAS may terminate the Contract with immediate effect by giving written notice to the Vendor if:

- a) the Vendor commits a material breach of the terms of the Contract, and, if such breach is remediable, fails to remedy that breach within 14 days of receipt of notice in writing to do so;
- b) the Vendor repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- c) the Vendor is unable to pay its debts generally as they become due, or any step or action is taken against or by the Vendor for liquidation or dissolution, or if any judicial manager, trustee or receiver is appointed with respect to the Vendor's assets, or if the Vendor makes or proposes any form of compromise or scheme of arrangement with its creditors, or ceases to carry on business.

11.2 Termination of the Contract, howsoever arising, shall not affect any of the parties' rights or remedies that have accrued as at termination.

11.3 On termination of the Contract for any reason, the Vendor shall immediately deliver to SAS all Deliverables whether or not then complete, and return all SAS Materials. If the Vendor fails to do so, SAS may enter the Vendor's premises and take possession of them. Until they have been returned or delivered, the Vendor shall be solely responsible for their safekeeping and shall not use them for any purpose not connected with the Contract.

## 12. GENERAL

12.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered by hand, pre-paid post or fax. A notice or other communication shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt; (b) if sent by pre-paid post, on the third business day after the date of posting, and in proving the same it shall be sufficient to show that the envelope containing the notice was duly addressed, stamped and posted; and (c) if delivered by fax, at the time of transmission, provided that in each case where delivery by hand or by fax occurs after 5pm on a business day or on a day which is not a business day, service shall be deemed to occur at 9am on the next following business day. References to time in this clause are to local time in the location of the addressee.

12.2 The Vendor may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of SAS.

12.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by SAS.

12.6 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

12.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Singapore law. Each party irrevocably agrees that the Singapore courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).