

YCH STANDARD PURCHASE TERMS AND CONDITIONS

1. Definitions

In these conditions the following words shall have the following meanings:

"YCH" shall mean Yishun Community Hospital and/or its nominee.

"Contractor" shall mean the supplier of the Items, the party to whom the Purchase Order is addressed.

"Conditions" shall mean the terms and conditions contained herein.

"Delivery Date" shall mean the date specified by YCH in the Purchase Order for the complete delivery of the Items.

"Items" shall mean the goods and/or services which the Buyer agrees to purchase from Contractor, as more particularly identified in the Purchase Order.

"Purchase Order" shall mean the purchase order issued by YCH to Contractor for the purchase of the Items.

"Price" means the purchase price, excluding GST if applicable, for the Items as stated in the Purchase Order to be paid by YCH.

"Quotation" means the tender or quotation issued by Contractor for the supply or sale of the Items, including any specifications or drawings annexed thereto by Contractor.

"Parties" shall mean YCH and the Contractor

2. Contract

(a) These Conditions shall apply to the purchase of the Items by YCH and shall supersede all other terms and conditions as to the delivery, quality or performance of the Items or other catalogue, advertisement or literature relating to the Items, including any terms or conditions which Contractor may purport to apply under any Quotation, confirmation of order or any other document.

(b) All orders for Items shall be deemed to be an offer by YCH to purchase Items pursuant to these Conditions. Acceptance of this Purchase Order or carrying out the Purchase Order shall be conclusive evidence of Contractor's acceptance of these Conditions.

(c) Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by YCH.

3. Specifications

When the Items are the subject of a manufacturer's specification, the Contractor shall make known the specification to YCH prior to the delivery of the Items. Failure to do so or where the specification is made known to YCH but varies from Contractor's Quotation or the YCH's requirements which had been previously made to Contractor, shall entitle YCH to, at YCH's sole option;

(a) withdraw the Purchase Order and terminate this contact of sale / supply; or

(b) amend these Conditions as it deems fit, which amendments shall then be accepted by Contractor.

4. Price and Payment

(a) YCH shall pay Contractor the Price within 30 days of receiving Contractor's invoice for the Items or within 30 days of the delivery of the Items, whichever is the later date.

(b) YCH shall be entitled to withhold payment or make any deduction from the Price in respect of any set-off or counter claim.

5. Delivery

(a) Contractor shall be responsible for all costs associated with the delivery or performance of the Items.

(b) To the fullest extent permitted by law, Contractor shall be liable for any loss or damage suffered by YCH due to Contractor's failure to deliver the Items (or any of them) promptly or at all. YCH shall not be bound to accept any delivery of the Items (or any part of them) where such delivery occurs beyond the Delivery Date.

(c) If Contractor is prevented from making delivery of the Items by reason of acts of God, war strikes, lock-outs, trade disputes, fire, breakdown, interruption of transport, government action or other cause of a similar nature, Contractor shall be under no liability whatsoever to YCH. In which event, YCH shall be entitled at its option (to be notified to Contractor in writing) either to cancel the Purchase Order or to extend the time of its performance.

(d) Contractor shall not be entitled to make delivery by installment or in advance of the Delivery Date unless YCH agrees to it.

6. Acceptance of the Items

YCH's acceptance of the Items does not and shall not in any way constitute a waiver of YCH's rights against Contractor in respect of any mis-delivery, non-delivery, defects, shortages of quantity, damage or failure to comply with specification, description or sample. YCH reserves the right to return damaged or non-compliant Items to Contractor and to claim a full refund of the Price (if already paid) from Contractor.

7. Passing of Property and Risk

The parties agree that the property in and title to the Items shall pass to YCH upon delivery of Items to YCH.

8. Warranty

(a) In the event that any defect in manufacture or materials in the Items (where the Items are goods) or any defect in the performance of the Items (where the Items are services) is discovered by YCH within 12 months from Delivery Date, Contractor shall replace the faulty part or parts (in the case of goods) or re-perform the services within the said period of 12 months.

(b) Contractor warrants that all Items are of (i) merchantable quality, (ii) conforms in all respect to specifications laid down by YCH, samples and drawings, and (iii) fit for YCH's intended purpose.

(c) Where the Items are services and the where the performance of the services results in any Work (as this term is defined in the Copyright Act) being produced and such Work is to be delivered to YCH, Contractor warrants that all work are original authorship and shall not infringe the rights of any third parties. Further, the right to and ownership of any invention, patent, copyright or design created or which arises by reason of Contractor's performance of the services contracted for by YCH pursuant to this Purchase Order, shall vest entirely with and be the property of YCH.

9. Indemnity

(a) Contractor shall indemnify, defend and hold harmless YCH, its servants and agents against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and other professionals) or loss in respect of damage to any property or personal injury to or death of any person due to the negligence or wilful default of Contractor, its servants or agents arising out of or in the course of the performance of the Purchase Order.

(b) Contractor shall indemnify YCH, its servants, agents, employees, officers and departments against any claims by any and every workman or employee whether such liability arises from the Workmen's Compensation Act or otherwise and from all costs and expenses incidental or consequential thereto.

(c) Contractor shall indemnify YCH, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by YCH, its servants, agents, employees, officers and departments in respect of any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of the Purchase Order by Contractor or by the malfunction of the Items supplied by Contractor.

(d) Contractor shall fully indemnify YCH Company from and against any claim by a third party for any alleged or actual infringement in relation to any intellectual property, which arises or would arise as a result of YCH's use of any Item or Work supplied by the Contractor to YCH.

10. Security Pass, House Rules and Conditions of Work and Work Permit

(a) All personnel deployed by Contractor to carry out works in YCH's premises shall comply with YCH's Security Policies and House Rules and Conditions of Work. Contractor shall ensure that all such personnel who are foreigners possess valid permits or passes issued by the Government of Singapore. No foreign worker who does not hold a valid permit or pass shall be deployed at YCH's premises.

(b) Contractor shall indemnify YCH, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court arising out of any breach of this clause or for any contravention of any applicable law, regulation or guidelines.

11. General

(a) This contract shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In relation to any legal action or proceedings arising out of or in connection with the sale ("Proceedings") the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

(b) Contractor shall keep confidential all information and material provided by YCH to Contractor and shall not use such information or material for any purpose not authorized by YCH.

(c) Contractor shall not sub-contract the performance of its obligations under this Purchase Order without YCH's prior consent.

(d) Contractor and YCH agree that these Conditions are reasonable. In construing the provisions herein, these Conditions are not to be construed *contra proferentum* against YCH.

(e) The Parties are independent contractors and neither party has the right to commit the other in any way whatsoever.

(f) Nothing contained in these Conditions is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of the Purchase Order under the Contracts (Rights of Third Parties) Act 2001, and no person shall be deemed to be a third party beneficiary under or by reason of the Purchase Order.

(g) Contractor shall not under any circumstances whatsoever use YCH's name, trade names, trade marks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any YCH employee, in any public announcement, news release, advertising, or promotional literature, without first obtaining YCH's written consent and approval.