



Confidential

## SUPPLY CONTRACT

### STANDARD TERMS AND CONDITIONS

#### 1. GOODS AND/OR SERVICES

If Supplier is only supplying Services then the terms of this Contract applicable to Goods do not apply. If Supplier is only supplying Goods, then terms of this Contract applicable to Services do not apply.

#### 2. DEFINITIONS AND INTERPRETATION

2.1. Terms not defined in these Standard Terms and Conditions have the meanings set out in the Order. In addition:

**"Applicable Laws"**: all applicable laws, by-laws, enactments, regulations, regulatory policies, ordinances, protocols, industry codes, regulatory permits, regulatory licences or requirements of any court, tribunal or governmental, statutory, regulatory, judicial, administrative or supervisory authority, body or board, which are in force from time to time during the term of this Contract;

**"Conditions"**: these Standard Terms and Conditions;

**"Contract"**: the Order, these Conditions, and any Schedules, Annexes and Appendices;

**"Deliverables"**: all documents, reports, presentations, products and other materials developed by Supplier or its agents, subcontractors, consultants, employees or affiliates in relation to the Services in any form, including data, reports and specifications, and any specific deliverables listed in the Order;

**"Delivery Schedule"**: the schedule for delivery of the Goods and/or Services, as set out in the Order;

**"Goods"**: the goods to be provided by Supplier pursuant to the Order;

**"Intellectual Property Rights"**: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Location"**: the location(s) to which Goods will be delivered and/or at which Services will be provided, as specified in the Order;

**"Mandatory Policies"**: SMRT's mandatory policies and codes of practice from time to time, including policies concerning health and safety, ethics, employment practices, privacy and data protection, cybersecurity and anti-bribery and corruption, as may be amended on notification by SMRT to the Supplier from time to time;

**"Order"**: the purchase order, Commercial Term Sheet or other order for Goods and/or Services into which these Conditions are incorporated;

**"Price"**: the price payable by SMRT for Goods and/or Services, as set out in the Order;

**"Services"**: the services to be provided by Supplier pursuant to the Order and such other services as are reasonably necessary for the performance, or enjoyment of the benefit, of such services;

**"Start Date"**: the date on which the Contract commences, as specified in the Order; and

**"Term"**: the term of the Order, as specified in the Order.

2.2. In this Contract, (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate

legislation made under that statute or statutory provision, as amended or re-enacted; (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (c) a reference to writing or written excludes emails unless otherwise specified.

2.3. To the extent of any conflict or inconsistency between the relevant parts of this Contract, the order of precedence shall be (unless expressly stated otherwise) as follows: first, the Order; then the Schedules, Annexes and Appendices (excluding the Supplier tender submissions (if any)); then the Conditions; and then the Supplier tender submissions (if attached to the Order).

#### 3. SUPPLY OF GOODS

3.1. Supplier warrants, represents and undertakes that it shall ensure that the Goods: (a) correspond with their description and any applicable specifications; (b) are of satisfactory quality and free from defects in material (including any raw materials contained in them), fabrication and workmanship and remain so for twelve (12) months after delivery; (c) comply with all Applicable Laws; and (d) are fit for any purpose held out by Supplier or made known to Supplier by SMRT prior to delivery.

3.2. Supplier warrants, represents and undertakes that it 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 this Contract. In the course of supplying the Goods, Supplier shall comply with Applicable Laws and the Mandatory Policies.

3.3. Supplier shall deliver the Goods: (a) in accordance with the Delivery Schedule (or, if no Delivery Schedule is specified, as soon as reasonably practicable); (b) at the relevant Location; and (c) during SMRT's normal business hours, or as otherwise instructed by SMRT in writing. Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. Delivery is complete upon completion of unloading at the relevant Location.

3.4. SMRT has the right to inspect, test and approve or reject the Goods at any time (prior to, on or after delivery). Title and risk in the Goods shall pass to SMRT on completion of delivery. If SMRT considers that the Goods do not conform or are unlikely to comply with the requirements of this Contract, SMRT shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. SMRT shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions

3.5. Notwithstanding SMRT's payment in full for the Goods, such payment shall not be deemed as evidence of SMRT's acceptance of the Goods and Supplier shall not be relieved from its responsibility to replace any defective or damaged Goods in accordance with clause 7.

#### 4. SUPPLY OF SERVICES

4.1. Supplier warrants, represents and undertakes that it shall provide the Services from the Start Date for the Term: (a) with reasonable skill and care; and (b) in accordance with: (i) the Mandatory Policies; (ii) good industry practice; (iii) SMRT's instructions from time to time; (iv) Applicable Law; and (v) the Delivery Schedule.

4.2. Supplier warrants, represents and undertakes that it 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 this Contract.

4.3. SMRT has the right to inspect, test and approve or reject the Deliverables at any time (prior to, on or after delivery). Title and risk in the Deliverables shall pass to SMRT on completion of delivery. If SMRT considers that the Deliverables do not conform or are unlikely to comply with the requirements of this Contract, SMRT shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. SMRT shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions

4.4. Notwithstanding SMRT's payment in full for the Deliverables, such payment shall not be deemed as evidence of SMRT's acceptance of the Deliverables and Supplier shall not be relieved from its responsibility to replace any defective or damaged Deliverables in accordance with clause 7.

Confidential

## SUPPLY CONTRACT

### 5. STATUS OF PERSONNEL

Supplier warrants, represents and undertakes that it shall ensure that all of its personnel are legally entitled to work in Singapore (in terms of age and immigration status and as otherwise required by Applicable Law). As between the parties, Supplier is solely responsible for its personnel, who will at all times remain employees of Supplier and not SMRT.

### 6. VARIATIONS

SMRT may amend or cancel all or part of any order for Goods and/or Services by giving Supplier prior notice. Subject to receipt by SMRT of reasonable evidence, SMRT shall pay Supplier fair and reasonable compensation for any work already completed on the Goods and/or Services in accordance with this Contract (including any out-of-pocket expenses incurred or committed by Supplier at the time of termination) but such compensation shall not include loss of anticipated profits or any consequential loss. Supplier shall use all reasonable endeavours to mitigate its costs and expenses and the total amount payable shall under no circumstances exceed the pro-rata Price calculated in relation to the actual Goods and/or Services delivered in accordance with this Contract, prior to the receipt by Supplier of written notice of amendment or cancellation.

### 7. SMRT REMEDIES

7.1. If SMRT reasonably determines that there has been a failure by Supplier to supply the Goods and/or Services in accordance with this Contract (including if the supply of Goods and/or Services does not comply with the Supplier's undertakings set out in clauses 3 and/or 4 (as applicable)) then, whether or not it has accepted the Goods and/or Deliverables, SMRT may exercise any one or more of the following remedies:

- 7.1.1. to terminate this Contract with immediate effect;
- 7.1.2. to accept or reject the applicable Goods and/or Deliverables (in whole or in part) and, where relevant, return the applicable Goods and/or Deliverables to Supplier at Supplier's own risk and expense;
- 7.1.3. to require Supplier to replace the rejected Goods and/or Deliverables and/or re-perform the relevant Services, or to provide a full refund of the price of the rejected Goods and/or Deliverables and/or Services (if paid);
- 7.1.4. to refuse to accept any subsequent delivery of the Goods and/or Services and/or Deliverables which Supplier attempts to make;
- 7.1.5. to recover from Supplier any costs incurred by SMRT in obtaining substitute Goods and/or Deliverables and/or Services from a third party; and
- 7.1.6. to claim damages for any other costs, loss or expenses incurred by SMRT which are in any way attributable to Supplier's failure to carry out its obligations in accordance with this Contract.

7.2. SMRT's rights and remedies under this Contract are in addition to its rights and remedies implied by law.

### 8. PRICE AND PAYMENT

- 8.1. Subject to the receipt by SMRT of a valid invoice, SMRT shall pay any undisputed portion of the applicable Price for Goods and/or Services delivered in accordance with this Contract.
- 8.2. No extra charges shall be payable unless agreed in writing and signed by an authorised representative of SMRT. For the avoidance of doubt, the Price is inclusive of all costs and expenses of Supplier.
- 8.3. SMRT shall make payment less amounts it is required to withhold pursuant to Applicable Laws in relation to taxation.
- 8.4. SMRT may at any time, without limiting any of its other rights or remedies, set off any liability of Supplier to SMRT against any liability of SMRT to Supplier.
- 8.5. Any forecasts provided by SMRT are indicative and are non-binding unless expressly stated in writing to be binding.
- 8.6. SMRT shall not have any obligation to exclusively purchase Goods and/or Services, or any goods and/or services of a similar nature, from Supplier.

### 9. INDEMNITY

9.1. Supplier shall indemnify and hold harmless SMRT, SMRT's affiliates, and their respective officers, directors, employees, subcontractors,

customers, agents, successors and assigns ("**SMRT Indemnified Parties**") from and against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) suffered or incurred by an SMRT Indemnified Party as a result of or in connection with any claim made against an SMRT Indemnified Party:

- 9.1.1. for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods and/or Services;
- 9.1.2. for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services; and
- 9.1.3. arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by Supplier.

### 10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by law, SMRT shall in no circumstances be liable to Supplier for any: (a) special, indirect, incidental or consequential loss or damage of any nature whatsoever; or (b) loss of profits, loss of business, loss of contracts, loss of revenue, loss of anticipated savings or loss of goodwill, in each case arising out of or in connection with this Contract, whether in contract, tort, breach of statutory duty or otherwise.
- 10.2. To the maximum extent permitted by law, the maximum aggregate liability of SMRT to the Supplier arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the pro-rata Price calculated in relation to the actual Goods and/or Services delivered in accordance with this Contract.
- 10.3. Supplier shall hold insurance cover to an appropriate value to cover the liability assumed by it under this Contract. On request, Supplier will promptly provide SMRT with evidence of such insurances.

### 11. INTELLECTUAL PROPERTY

- 11.1. All Intellectual Property Rights owned by Supplier prior to the date of this Contract or developed or created by Supplier other than in the course of performing its obligations under this Contract ("**Supplier IPR**") will remain vested in Supplier and shall not be assigned or (subject to clause 11.2) licensed under this Contract.
- 11.2. To the extent that any of the Goods and/or any of the Deliverables incorporate or embody Supplier IPR, Supplier hereby grants to SMRT a perpetual (continuing beyond the expiry or termination of this Contract without limit in time), irrevocable, royalty-free, non-transferable (save as permitted by this Contract), non-exclusive licence to use the Supplier IPR to facilitate and/or enable the use by SMRT of the Goods and/or the Deliverables (as applicable).
- 11.3. Subject to clause 11.1, all Intellectual Property Rights in and to the Goods and the Deliverables will immediately vest in SMRT. Supplier hereby assigns with full title guarantee (by way of present assignment of present and future rights) such rights to SMRT. Supplier shall use all reasonable endeavours to obtain waivers of all moral rights (and any similar rights in other jurisdictions) in and to the Goods and/or Deliverables (as applicable).

### 12. TERM AND TERMINATION

- 12.1. This Contract starts on the Start Date and continues for the Term, subject to earlier termination in accordance with its terms. Unless otherwise agreed in writing in advance between the parties, the Contract shall automatically expire at the end of the Term.
- 12.2. Without limiting its other rights or remedies, either party (the "**Non-Defaulting Party**") may terminate this Contract with immediate effect by giving written notice to the other party (the "**Defaulting Party**") if: (a) the Defaulting Party commits a material breach of this Contract and (if such a breach is remediable) fails to remedy it within thirty (30) days of receiving notice from the Non-Defaulting Party specifying the breach and requiring it to be remedied; or (b) if the Defaulting Party becomes insolvent, proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business assets, is subject to a winding up petition, is subject to bankruptcy or dissolution or if it ceases or threatens to cease to carry on business.
- 12.3. SMRT shall also be entitled to terminate this Contract with immediate effect if Supplier or any person employed by it offers or has offered any gift or consideration of any kind as an inducement or reward for doing

**Confidential**

## **SUPPLY CONTRACT**

- any action in relation to this Contract, which would be or is deemed by SMRT to be an offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241).
- 12.4. SMRT shall also be entitled to terminate this Contract in its entirety for convenience without any liability by providing not less than thirty (30) days' prior written notice to Supplier.
- 12.5. Termination of this Contract, in whole or in part, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination. Clauses 1, 2, 7, 9, 10, 11, 12.5 and 13 and any other clauses of this Contract that expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect.
- 13. GENERAL**
- 13.1. Save for disclosure to (a) employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract, or (b) a court of competent jurisdiction or any governmental or regulatory authority (as may be required by law), each party undertakes that it shall retain in confidence and not use or disclose any confidential information concerning the business, affairs, customers, clients or suppliers of the other party without the prior written consent of the other party.
- 13.2. In relation to any personal data (as defined in the Personal Data Protection Act) processed by Supplier in connection with this Contract, Supplier agrees to process such personal data strictly in accordance with SMRT's instructions, to keep such data secure and not to transfer it to any third party nor transfer it outside of Singapore without SMRT's prior written consent.
- 13.3. This Contract constitutes the entire agreement of the parties regarding the subject matter it concerns and supersedes all prior agreements, understandings and negotiations between the parties or their representatives in relation to its subject matter. Any terms proposed by Supplier in any invoice or other document shall have no force or effect.
- 13.4. No modification of the terms of this Contract is valid unless in writing and signed by both parties.
- 13.5. SMRT may, at any time, assign, transfer or sub-license the whole or any part of its rights or subcontract any or all of its obligations under the Contract by giving written notice to the Supplier. Supplier may not assign, transfer or sub-license the whole or any part of its rights nor subcontract any or all of its obligations under this Contract without prior written approval from SMRT.
- 13.6. Notices shall be in writing and shall be delivered by hand or by post to the address stated above.
- 13.7. This Contract (and any and all disputes arising out of or in connection with this Contract (including any alleged breach, or challenge to the validity or enforceability, of this Contract or any provision of it)) will be subject to the laws of Singapore. Any and all disputes arising out of or in connection with this Contract will be finally settled by the Singapore courts.



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## **SUPPLY CONTRACT**

### **SCHEDULE**

#### **A. Goods and/or Services**

[Goods:

- Description of Goods: [FULL DESCRIPTION]
- Specification of Goods: [TECHNICAL, DESIGN, PERFORMANCE, BUSINESS OR ANY REGULATORY REQUIREMENTS]
- [Any other KPIs]

[Services:

- Description of Services: [FULL SERVICES SPECIFICATION]
- Key Deliverables: [SPECIFIC DELIVERABLES]
- [Any other KPIs]

#### **B. Price**

[Goods:

- Price applicable to Goods: [FULL DESCRIPTION]
- Calculation of amount payable for the Goods: [CALCULATION, INCLUDING ANY PERFORMANCE RELATED PAY]
- Payment due: [DATE]]

[Services:

- Price applicable to Services: [FULL DESCRIPTION]
- Calculation of amount payable for the Services: [CALCULATION, INCLUDING ANY PERFORMANCE RELATED PAY / RATE CARD]
- Payment due: [DATE]]

#### **C. [Tender Specifications, Response and Clarifications] [N.B. Insert if applicable]**

#### **D. [Supplier Tender Submissions] [N.B. Insert if applicable]**