



Standard Terms and Conditions

1 Application

- 1.1 These Standard Terms And Conditions ("**Standard Terms**") shall apply to the supply of any Deliverables by the Supplier, to the exclusion of all other terms and conditions which the Supplier may purport to apply under any invitation to quote, invitation to tender, memorandum, letter, facsimile, electronic mail or any other document, unless expressly agreed to in writing by TTS.
- 1.2 Any variation, modification, exclusion or addition to these Standard Terms will not be binding on TTS unless it is signed and accepted in writing by a duly authorized representative of TTS.
- 1.3 Subject to any variation, modification, exclusion or addition agreed to by TTS, these Standard Terms supersedes and invalidates all prior representations, arrangements, understandings and agreements between the parties relating to the supply.

2 Definitions

"**Affiliates**" means entities that control, are controlled by, or are under common control of, a party to this Agreement.

"**Agreement**" means the agreement between Supplier and TTS for the supply of Deliverables, the terms and conditions of which are set out in these Standard Terms and any relevant Scope of Supply and other attachments or appendices specifically referenced to therein.

"**TTS**" means Tanglin Trust School Limited.

"**Deliverables**" means such services, goods and/or works as described in the relevant Scope of Supply, and to be supplied by Supplier to TTS in accordance with the Agreement.

"**GST**" means the Goods and Services Tax levied under the GST Act.

"**GST Act**" means the Goods and Services Tax Act (Chapter 117A) of Singapore.

"**Personnel**" means agents, employees or subcontractors engaged or appointed by TTS or Supplier.

"**Prices**" means the agreed upon payment and currency for Deliverables, including all applicable fees, payments and taxes, as specified in the relevant Scope of Supply.

"**Scope of Supply**" means any document that:

1. identifies itself as a scope of supply;
2. incorporates by reference the terms and conditions of these Standard Terms; and
3. describes the works, goods and/or services constituting the Deliverables, including any requirements, specifications or schedules.

"**Supplier**" means the person(s) or business whose offer has been accepted by TTS and includes the Supplier's successors and permitted assigns.

3 Supply of Deliverables

- 3.1 Deliverables (constituting works, goods and/or services) will be delivered at such times as specified in the relevant Scope of Supply. If Supplier cannot comply with any schedule for delivery commitment, Supplier will promptly notify TTS of a revised delivery date and TTS shall be entitled, but not obliged to:
- (a) cancel Deliverables not yet delivered, without incurring any liability to the Supplier whatsoever, and reduce the applicable Prices by a fair and reasonable proportion;
 - (b) obtain replacement Deliverables from other sources and the Supplier shall indemnify TTS for all costs and expenses incurred thereby; and/or
 - (c) exercise all other remedies provided at law, in equity and in this Agreement.
- 3.2 All works and goods constituting the Deliverables must be new and unused at the time of delivery. The Supplier must remove and replace, at its own cost and expense, any Deliverables that are found to be used, damaged or defective on or after delivery in any way, failing which TTS will be entitled to repair the defective Deliverables and to purchase replacements from other suppliers; and the Supplier will fully reimburse TTS for the cost of any such repair and/or replacement purchase upon demand by TTS.
- 3.3 All Deliverables will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the relevant Scope of Supply. TTS may, at its option, either (a) reject Deliverables that do not comply with the acceptance or completion criteria and Supplier shall issue TTS a refund; or (b) require Supplier, upon TTS's written instruction, to repair or replace such works or goods constituting the Deliverables or to re-perform such services constituting the Deliverables, without charge and in a timely manner. The initial inspection performed by TTS on receipt of the Deliverables is a conditional acceptance and shall not waive the right of TTS to return Deliverables to the Supplier for a refund which have latent defects that become apparent only during use. Title to and risk for any Deliverables rejected by TTS pursuant to this Clause shall remain with the Supplier notwithstanding the Deliverables are on TTS's premises.
- 3.4 Nothing in this Agreement shall confer on the Supplier an exclusive right to supply the Deliverables. TTS shall be entitled to supply the Deliverables or any part thereof on its own or by engaging any third party, without the consent of the Supplier and without giving any prior notice thereof to the Supplier.

4 Pricing

Supplier will provide Deliverables (works, goods and/or services) to TTS at the Prices as accepted by TTS. The Prices plus the payment of applicable GST (where applicable) will be the only amount due to Supplier from TTS. All value adds must be documented and form part of the Deliverables.

5 Taxes

Except for GST (which will be borne by TTS), the Supplier will be solely responsible for bearing all taxes (including, without limitation, income taxes and withholding taxes) and statutory contributions, and any penalties thereon, imposed or required by law and/or any governmental/regulatory authority on or based on the Deliverables (works, goods and/or services) supplied by the Supplier, the performance of the Agreement, and/or the amounts paid or due and payable to the Supplier under the Agreement.

6 Payments

- 6.1 TTS's obligation to pay the Prices for the Deliverables shall be conditional upon the Deliverables being completely supplied by the Supplier to TTS's satisfaction and in accordance with Agreement.
- 6.2 Subject to TTS's verification of the Supplier's invoice issued in accordance with the terms of the Agreement, TTS will make payment within 60 days of receipt of the invoice provided that Supplier has submitted to TTS all documents required by TTS to support the invoice such as a delivery order or acknowledgement slip signed and endorsed by TTS. Payment of invoices will not be deemed to be acceptance of works, goods and/or services constituting the Deliverables.

7 Warranties

7.1 Supplier makes the following ongoing representations and warranties:

- (a) it has the right to enter into this Agreement and its performance of this Agreement will comply, at its own expense, with the terms of any contract, obligation, law, regulation or industrial standards to which it is or becomes subject;
- (b) no claim, lien, or action exists or is threatened against Supplier that would interfere with TTS's rights under this Agreement;
- (c) the provision of the Deliverables (goods, works and/or services) to TTS does not infringe any privacy, publicity, reputation, ownership or intellectual property right of a third party;
- (d) Deliverables are safe for use consistent with and will comply with the warranties, specifications and requirements in this Agreement, they are of good material and workmanship, free from defects, merchantable, and fit for their intended purpose;
- (e) services required will be performed using due diligence, efficiency, reasonable care, skill and workmanship and in accordance with the relevant Scope of Supply;
- (f) it will not provide to TTS any Deliverables or modifications to or new releases or versions of Deliverables, that include any third party code, including without limitation open source code and freeware, ("Third Party Code"), unless TTS has approved the inclusion of such Third Party Code.
- (g) for all Third Party Code approved to be included by TTS under Clause 9.1(f), the Supplier has obtained all required licenses authorizing the use by TTS for such purpose and duration as the Deliverables are envisaged to be used under the Scope of Supply.
- (h) all information provided in the Vendor Evaluation Questionnaire is true and will be complied with.
- (i) in respect of any personal data (as defined in the Personal Data Protection Act 2012) that is processed for TTS ("**Personal Data**"), it will comply with all applicable Singapore data protection laws, including that it will:
 - (i) not use, disclose, process or transfer across borders any Personal Data, except to the extent necessary to perform under this Agreement and in accordance with Singapore data protection laws;

- (ii) cooperate fully and promptly with TTS's requests for access to, correction of, deletion and destruction of Personal Data in Supplier's possession;
- (iii) implement and maintain appropriate technical and organizational security measures to protect the Personal Data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the Singapore data protection laws. Further, Supplier is under an obligation to implement such reasonable data security measures that TTS deems necessary at all times to meet the security obligations under Singapore data protection laws and keep all Personal Data and other information confidential; and
- (iv) only store the Personal Data for as long as necessary to fulfill its obligations under this Agreement and any obligations under Singapore law, after which time Supplier is under an obligation to delete or destroy the Personal Data in Supplier's possession,

and TTS or its appointed agent is entitled to carry out inspections to check Supplier's compliance with TTS's instructions hereunder.

8 Intellectual Property

- 8.1 Unless specified otherwise by Supplier in writing prior to TTS accepting Supplier's offer, all Deliverables (in particular, the works developed) shall be deemed to be work commissioned by TTS and all the intellectual property therein shall belong exclusively to TTS. If any of the Deliverables are not transferred to or owned by TTS by operation of law, Supplier will assign its ownership of intellectual property in such works to TTS.
- 8.2 Where the Supplier has specified that the intellectual property in the whole or part of the Deliverables do not belong to it or that it is only willing to license the use of intellectual property, the Supplier shall procure the grant of a licence to TTS to use and/or re-sell the Deliverables.

9 Supplier's Liability for Third Party Claims

Supplier will defend, hold harmless and indemnify TTS and TTS Personnel against any loss, damage, expense or costs (including legal fees on an indemnity basis, and whether direct or consequential) incurred or which may be incurred in connection with third party claims that arise or are alleged to have arisen as a result of: (a) any negligent or intentional acts or omissions of Supplier, its sub-contractor(s), agent(s) and/or Supplier Personnel under or in connection with this Agreement; (b) any breach of this Agreement by Supplier. Without prejudice to the generality of the foregoing, Supplier shall be liable for any fines, penalties, damages or compensation payable under applicable law.

10 Limitation of TTS's Liability

In no event will TTS be liable to Supplier for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

11 Term and Termination

- 11.1 Notwithstanding any other provision of this Agreement, TTS may terminate this Agreement immediately by giving notice in writing to the Supplier in any of the following events:

- (a) if any of the representations and warranties made by the Supplier is untrue, incorrect or false in any manner or the Supplier has provided false information at any time whatsoever in its dealings with TTS (whether before the date of this Agreement or during the term of this Agreement);
- (b) if the Supplier breaches any of its obligations under this Agreement and such breach shall continue for 3 days after notice in writing by TTS;
- (c) if the Supplier fails to supply the Deliverables in accordance with such schedule specified in the Scope of Supply or as agreed between parties, or suspends the supply of the Deliverables or any part thereof;
- (d) if the Supplier refuses or neglects after notice in writing by TTS to remove defective Deliverables or any other improper materials;
- (e) fails to submit and/or deliver to TTS within the time stipulated by TTS duly executed copies of all documents required to be submitted by the Supplier pursuant to this Agreement,

and this Agreement will terminate on the date of TTS's written notice of termination.

11.2 If:

- (a) the Supplier becomes insolvent, any winding up order of any kind is made against the Supplier or the Supplier goes into liquidation (except for purposes of an amalgamation, reconstruction or reorganization and in such manner that the company resulting from the reorganization effectively agrees to be bound by or to assume the obligations imposed on the Supplier under this Agreement);
- (b) a judicial manager, or receiver or manager of the Supplier's undertaking or assets is appointed or the Supplier makes any arrangement or composition with its creditors or takes or suffers any similar action or occurrence in any jurisdiction, or the Supplier ceases or threatens to cease to carry on business or any substantial part thereof, or the Supplier is subject to a distress or execution or other process levied or enforced upon or sued out against any part of its assets or undertaking; or
- (c) TTS reasonably apprehends that any of the events described in paragraphs (a) and (b) is about to occur in relation to the Supplier and notifies the Supplier accordingly,

without limiting any other right or remedy available to TTS, TTS may terminate this Agreement or suspend any further deliveries under this Agreement without any liability to the Supplier.

11.3 TTS may at any time, without relying on any cause, give the Supplier a written notice of not less than 30 days, for the termination of this Agreement upon expiry of notice without incurring any liability to the Supplier whatsoever. In the event of a notice of termination under this provision, TTS shall pay the Supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of:

- (a) work performed and/or Deliverables supplied by the Supplier prior to termination, and in respect of which TTS has received the benefit;

- (b) for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination, provided such expenses do not exceed the Prices.

For the avoidance of any doubt, Supplier shall not be entitled to any claim for loss of profit in any form whatsoever.

- 11.4 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to such termination, neither Party shall have any further obligation to or claim against the other under this Agreement. However, any liability or obligation which has not been performed by either party prior to termination must be fulfilled by such party to the other party.
- 11.5 Upon termination of this Agreement, in accordance with TTS's written direction, Supplier will immediately:
 - (a) cease work;
 - (b) prepare and submit to TTS an itemization of all completed and partially completed Deliverables (being goods delivered, works completed and/or services rendered);
 - (c) deliver to TTS Deliverables satisfactorily completed up to the date of termination at the agreed upon Prices in the relevant Scope of Supply; and
 - (d) deliver upon request any work in process.

12 General

- 12.1 Supplier is an independent contractor and this Agreement does not create an agency relationship between TTS and Supplier or TTS and Supplier Personnel. TTS assumes no liability or responsibility for Supplier Personnel.
- 12.2 Supplier shall ensure that Supplier Personnel assigned to work on TTS's premises complies with TTS's On Premises Guidelines which include but not limited to TTS's Child Protection Guidelines for Suppliers as published on TTS's website under Suppliers' Terms and Conditions (www.tts.edu.sg/welcome/policies).
- 12.3 Supplier will adhere to the highest standard of moral and ethical conduct and not engage in any form of corrupt practices, including extortion, fraud or bribery.
- 12.4 Supplier will not offer TTS personnel any gifts, inducement or reward that may influence business decision or create the appearance of influencing any business decision.
- 12.5 Supplier will ensure that all its Supplier Personnel will remain free from conflicts of interest that may influence its business relationship with TTS. Any potential conflict of interests must be disclosed promptly to TTS.

- 12.6 Supplier shall be responsible for safety at work and shall maintain a safe system of work at all times including all tools, equipment and applications in accordance with all applicable laws and regulations. In addition, the Supplier shall ensure that all its employees (including temporary workers), sub-contractors and agents comply with any and all applicable safety rules and regulations that may be imposed by law or any relevant authorities or under TTS's internal rules and regulations from time to time, whether or not set out or referred to in this Agreement.
- 12.7 Supplier may not subcontract the Deliverables (provision of works, goods and/or services) to be performed hereunder without the prior written consent of TTS. Notwithstanding this subsection, Supplier's use of subcontractors will not relieve Supplier of the responsibility for the subcontractor's performance, and Supplier's obligations and responsibilities assumed under this Agreement will be made equally applicable to subcontractors. TTS reserves the right to reject Supplier's use of a subcontractor in performance of this Agreement for any reason.
- 12.8 Unless agreed otherwise in writing by TTS, Supplier will, without limiting its obligations or responsibilities under this Agreement, maintain at its expense such insurance policies as required by TTS and on such terms and conditions as approved by TTS.
- 12.9 Supplier may not assign its rights or delegate or subcontract its duties under this Agreement to third parties or Affiliates without the prior written consent of TTS. Any unauthorized assignment shall be void.
- 12.10 This Agreement, the supply of Deliverables and the performance of all other transactions under this Agreement is governed by and shall be construed in accordance with the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 12.11 This Agreement replaces any prior oral or written agreements or other communication between the parties with respect to the subject matter of this Agreement (but not any prior confidential disclosure agreements unless otherwise mutually agreed in writing). In the event of any conflict in these documents, and unless agreed otherwise, the order of precedence will be:
- (a) these Standard Terms and Conditions; and
 - (b) the relevant Scope of Supply.
- 12.12 Supplier will maintain (and provide to TTS upon request) relevant business and accounting records to support invoices rendered for deliverables delivered under or in connection with this Agreement and proof of required permits and professional licenses, for a period of time as required by local law and in any case for not less than five (5) years following completion or termination of the relevant supply. All accounting records will be maintained in accordance with generally accepted accounting principles.
- 12.13 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B or otherwise to enforce or enjoy the benefit of any term of this Agreement.

