

These Standard Terms and Conditions form a contract between the **Company** and the **Supplier**.

#### **SUPPLY OF GOODS / SERVICES**

1. The Supplier shall supply and deliver to the Company all the goods/services set out in the purchase order (the "**Goods/Services**") issued by the Company.
2. The Supplier shall be deemed to have agreed to supply and deliver to the Company the Goods/Services in any purchase order issued by the Company upon: (i) acknowledgement by the Supplier (including without limitation acknowledgement in writing or through the Company's eSupplier portal); or (ii) provision of such Goods/Services by the Supplier in whole or in part.

#### **QUALITY**

3. The Goods/Services shall be of good quality and workmanship and be fit for the purpose for which they are required by the Company. The Supplier is deemed to have full knowledge of the requirements of the Company and of all relevant specifications and standards applicable to the Goods/Services and shall ensure that the Goods/Services comply with such specifications and standards in every respect.
4. The Supplier shall allocate sufficient resources, equipment and labour and provide adequate supervision so as to duly perform the purchase order to the reasonable satisfaction of the Company.

#### **PRICE AND PAYMENT**

5. The price of the Goods/Services shall, unless expressly stated otherwise, be deemed to be inclusive of all applicable corporate and personal taxes, customs duties, packaging, marking, handling, freight and delivery, insurance, costs associated with compliance with all prevailing statutory and regulatory laws, requirements and directions in force, and all other applicable costs and charges (the "**Price**"). For the avoidance of doubt, Price shall not include Singapore Goods and Services Tax ("**GST**").
6. Further, the Price of the Goods/Services shall be fixed and shall not be subject to any increase as a result of any increase in the cost of materials, labour, delivery, foreign exchange fluctuations or any other costs which may be incurred by the Supplier which are necessary to complete the provision of the Goods/Services.
7. The Supplier shall submit an invoice for payment (indicating the amount of GST payable by the Company if the Supplier is a taxable person under the GST Act (Cap. 117A) after the Company receives and accepts the delivery and/or supply of the Goods/Services. Payment of the relevant invoice submitted by the Supplier is to be made within thirty (30) days, or such other time period indicated in the purchase order issued by the Company after the Company receives the relevant undisputed original invoice from the Supplier. Where the Supplier is obliged to procure an insurance policy, performance bond and/or security deposit, the first payment shall only be released to the Supplier after the receipt by the Company of the necessary insurance policies, performance bond and/or the security deposit. The interest payable on any unpaid and undisputed amount that has become due and payable shall be at the rate of 1% per annum.
8. If the Company is required by any law to make any deduction or withholding from any sum due or to become due to the Supplier under or in connection with the purchase order, or in respect of any tax, duty, tariff, fee or charge of whatever nature, the Company shall be entitled to make such deduction or withholding. Payment of such sum less such deduction or withholding shall discharge liability of the Company to make payment of such sum (or, if the Company so requests, the Supplier shall forthwith pay to the Company the amount of any withholding tax paid by the Company and for which a deduction or withholding should have been made against any payment to the Supplier but which was not made).

#### **DELIVERY**

9. Delivery terms shall be as specified in the said purchase order and in respect of the delivery of Goods, shall be in accordance with the International Chamber of Commerce (INCOTERMS 2010) unless otherwise stated.
10. All Goods delivered pursuant to the purchase order must be free and clear of all liens and encumbrances whatsoever. For the avoidance of doubt, until the Goods are accepted by the Company or its authorised representatives, they shall remain the property and responsibility of the Supplier and be at the Supplier's risk. Except where so instructed by the Company, the delivery of the Goods to any third party, including a carrier, shall not in itself be deemed to be delivery of the Goods to the Company.
11. For the avoidance of doubt, the time for delivery of the Goods/Services as specified by the Company under the purchase order shall be of the essence. If the Supplier fails to deliver the Goods/Services to the Company by the specified time, the Company shall be at liberty to reject the relevant Goods/Services and seek an alternative supply of the relevant Goods/Services, and where such alternative supply is sought, the Supplier shall be liable for any loss or damage thereby incurred by the Company, including but not limited to the cost of obtaining such alternative supply.

#### **NON-COMPLIANCE AND DEFECTS**

12. Without prejudice to the Company's other rights, where any of the Goods/Services supplied and delivered are not in accordance with the purchase order:
  - (i) the Company may instruct the Supplier to repair and/or replace the relevant Goods/Services at no additional cost to the Company, and the Supplier shall comply with any such instruction within the time specified by the Company; and/or
  - (ii) in respect of the Goods, the Company may reject the relevant Goods, in which event the rejected Goods shall remain at the sole risk of the Supplier. Upon receiving notice of the rejection, the Supplier shall remove the rejected Goods within such time as may be specified by the Company, failing which the rejected Goods shall be removed and/or disposed of by the Company and the Supplier shall be liable for any loss, expense or damage thereby incurred or suffered by the Company.

13. Notwithstanding Clause 12, and without prejudice to the Company's other rights, where any of the Goods/Services supplied and delivered are not in accordance with the purchase order, the Company shall be at liberty to seek an alternative supply of the relevant Goods/Services, and where such alternative supply is sought, the Supplier shall be liable for any loss or damage thereby incurred by the Company, including but not limited to the cost of obtaining such alternative supply.

#### **PACKAGING**

14. The Goods shall be packed and marked in a proper manner and in accordance with any relevant specifications and standards and/or in accordance with any instructions of the Company.

#### **COMPLIANCE WITH LAWS, BUSINESS PRINCIPLES, AND STANDARDS**

15. The Supplier shall, at its own cost and expense, comply with and give all notices required by any law, by-law, regulations, codes and standards (including but not limited to the Casino Control Act (Cap. 33A) and the Casino Control (Casino Contracts) Regulations 2010, where applicable) that may from time to time be applicable to the performance of the purchase order by the Supplier. The Supplier shall notify the Company promptly and in no event longer than 48 hours after becoming aware of the termination or cessation of employment of any of its employees holding a security pass issued by the Company, including without limitation any contractor pass to enter the Resorts World Sentosa casino (the "**RWS Casino**"). The Supplier shall also ensure that it and any of its agents, employees, representatives, sub-contractors, sub-suppliers and/or servants who enter the RWS Casino without paying an entry levy, for the purpose of providing the Goods and/or performing the Services, shall not take part in any gaming in the RWS Casino. The Supplier shall ensure its employees have a valid Category C2 Special Employee license issued by CRA to perform any functions of a special employee, as defined in the Casino Control Act (Cap. 33A) and the Casino Control (Licensing of Special Employees) Regulations 2009, in or in relation to the casino. The Supplier shall also ensure that no person under an exclusion order enters the casino premises, including the back of house premises.
16. Without prejudice to the Supplier's obligations under Clause 15, the Supplier shall provide such information as may be required and/or notified by the relevant competent authorities. The Supplier shall also promptly notify the Company of any changes in the Supplier's company name, registered address, business address and/or any such information as may be required and/or notified by the Company to the Supplier from time to time.

#### **LIQUIDATED DAMAGES**

17. Where stated in the purchase order that liquidated damages are applicable, the Supplier agrees that the Company shall be entitled to liquidated damages in the event of any non-compliance with the purchase order. The parties accept and acknowledge that the liquidated damages represent a reasonable and genuine pre-estimate of the loss or damage likely to be incurred by the Company as a result of the Supplier's failure to comply with the purchase order. In the event that the Company, for whatever reason, elects not to recover or is not entitled in law to the liquidated damages, the Company shall remain entitled to recover such loss, expense, costs and/or damages as it would have been entitled to under common law as if the provisions in the purchase order relating to the payment of the liquidated damages had not formed part of the purchase order. The Supplier's liability to pay to the Company such loss, expense, costs and/or damages shall not be limited in any way whatsoever by the amount of liquidated damages for which the Supplier may otherwise have been liable.

#### **INDEMNITY**

18. The Supplier shall indemnify the Company and its directors, officers, employees, affiliates, subsidiaries, and/or agents against any liability incurred by the Company to any person, and against all claims, damages, costs, expenses, fees, fines, penalties, charges and/or sanctions in connection with and/or imposed by any law, regulations, codes and standards and/or any competent authorities, made against and/or incurred by the Company and its directors, officers, employees, affiliates, subsidiaries, and/or agents by reason of any negligence, default or breach by the Supplier or its partners, directors, agents, employees, representatives, contractors and/or suppliers arising out of or in respect of the performance of the purchase order.

#### **ACCESS**

19. The Supplier shall at all reasonable times permit the Company and/or its duly authorised representatives and/or agents and/or servants access to all workshops and other places where the Goods are manufactured, prepared or stored for the purpose of inspecting the same.

#### **SUB-CONTRACTING /ASSIGNMENT**

20. The Supplier shall not sub-contract the whole or any part of the supply and delivery of the Goods/Services to any other person without the written consent of the Company.
21. The Supplier shall not assign any of its rights, interests or benefits under the purchase order or any part thereof (including the right to receive monies) to any person without the prior written consent of the Company and any assignment made in contravention of this Clause shall not bind the Company.

#### **VARIATIONS**

22. The Company shall be entitled at any time, to issue orders to vary any part of the Goods/Services to be supplied and delivered (which shall include the right to omit any part of the Goods/Services, and to engage other suppliers to perform such part of the Goods/Services), including but not limited to the quantity and/or specifications of the Goods, or order any change to the Goods/Services that may be required by the Company.

23. Where an order for variation is issued by the Company, the Supplier shall advise the Company on any time and/or cost implications, together with all necessary supporting evidence and information required by the Company that may result from such order within seven (7) days of the date of the variation order.
24. The Company shall pay the Supplier for any such variation, and the amount payable shall be agreed to by the parties, failing which, the applicable unit cost of the Goods/Services as specified in the purchase order, or the prevailing industry rates (whichever lower) shall apply.

#### **INSURANCE**

25. The Supplier shall, at its own cost and expense, take out and maintain during the Term such insurance(s) necessary to cover its liabilities under the purchase order, including but not limited to public and products liability, for an amount of not less than Singapore Dollars one million (SGD1,000,000) in respect of any one occurrence, and shall name the Company as Additional Insured, and incorporate provisions on cross liability and waiver of subrogation against the Company. In addition, the Supplier shall also, at its own cost and expense, take out and maintain during the Term, professional indemnity insurance as follows:
  - (a) where the scope of works includes the provision of IT services, including but not limited to design, installation, or provision of professional advice, professional indemnity insurance of an amount of not less than Singapore Dollars five million (SGD5,000,000) in respect of any one occurrence; or
  - (b) where the scope of works includes design or the provision of professional advice in respect of any other service apart from IT, professional indemnity insurance of an amount of not less than Singapore Dollars one million (SGD1,000,000) in respect of any one occurrence.

The terms of any insurance or the amount of any cover shall not relieve the Supplier of any of its liabilities under the purchase order.

#### **TERMINATION AND SUSPENSION**

26. The Company may at any time and for any reason terminate the purchase order upon giving a fourteen (14) day prior written notice to the Supplier, and the termination shall take effect from the date stipulated in such written notice.
27. Without prejudice to Clause 26 above and/or to any other rights or remedies available to the Company under general law, the Company shall have the right to terminate the purchase order if:-
  - (i) the Supplier has breached its obligations under the purchase order, and has failed to comply with a notice issued by the Company requiring the Supplier to rectify the breaches (to the Company's reasonable satisfaction) within seven (7) days of the Supplier's receipt of the said notice; and/or
  - (ii) a resolution has been passed or an application has been filed to wind up the Supplier, a winding up order has been made, or if a receiver or manager of the Supplier's undertaking has been appointed or possession has been taken or execution levied by creditors or debenture holders or under a floating charge or if the Supplier is subject to any analogous proceedings outside of Singapore.

In any of the abovementioned events or circumstances, the Company may, upon giving 7 days' written notice to the Supplier, terminate the purchase order.

28. Upon receiving the Company's written notice of termination, the Supplier shall immediately:
  - (i) stop all work under the purchase order; and
  - (ii) notify its sub-suppliers, sub-contractors and/or agents in writing to do the same.
29. Upon termination of the purchase order under Clause 26, the Supplier shall be entitled to be reimbursed for the actual costs incurred up to and including the date of termination, which shall be limited to such costs that are properly incurred and consistent with such deliveries that have been ordered by the Company and in accordance with recognized accounting principles. For the avoidance of doubt, save for the actual costs incurred by the Supplier as aforesaid, the Supplier shall not be entitled to claim for any other losses, damages costs or expenses, including loss of profit, that may be incurred by the Supplier as a result of such termination.
30. The Company may use any of the Goods supplied and delivered by the Supplier up to the time of termination and shall have a lien over those Goods and may sell any of the same and apply the proceeds of sale in or towards the satisfaction of any sums due or becoming due to it from the Supplier under the purchase order.
31. The Supplier acknowledges and agrees that upon the receipt of a written notice served by any competent authorities requiring the purchase order to be suspended or terminated within the time specified in the notice, the purchase order shall be automatically so suspended or terminated immediately without prejudice to any rights that the Company may have against the Supplier before the date of such termination.
- 31A. The Company may order the Supplier to temporarily suspend the performance of all or any part of this purchase order ("**Suspension**") for such period of time as may be determined by the Company to be necessary or desirable upon giving prior written notice ("**Suspension Notice**") to the Supplier, and the Suspension shall take effect from the date stipulated in the Suspension Notice. During the Suspension, the Price shall be pro-rated accordingly. The Supplier shall resume performance of all or any part of this purchase order upon prior written notice from the Company ("**Resumption Notice**"). For the avoidance of doubt, Clauses 32 to 34 herein shall continue to apply during the Suspension, and the Suspension does not modify, supplement, or delete any of the terms and conditions set out in the purchase order, which shall remain in full force and effect upon the resumption of performance. Suspension Notices and Resumption Notices shall be issued in accordance with Clause 40.

#### **CONFIDENTIALITY**

32. The Supplier undertakes and shall ensure its partners, directors, agents, employees, representatives, sub-contractors, sub-suppliers and/or servants undertake to treat as confidential, all information which comes into its or their possession pursuant to or as a result of or in the performance of the purchase order. The Supplier shall not and shall ensure that its partners, directors, agents, employees,

representatives, sub-contractors, sub-suppliers and/or servants do not, without the written permission of the Company, disclose any such confidential information mentioned in this Clause 32 herein to any third party.

33. Without the prior written approval of the Company, the Supplier will not discuss the purchase order or its relationship to the Company with any branch of the media (including, without limitation, the posting of any information thereof on the internet) or with any third party nor will they furnish any information (including without limitation written materials, photographs, audio tapes or discs, video tapes or discs, computer programs or data, CD-ROMs, drawings or sketches) relating to the Company to any media entity (including, without limitation, the posting of any information thereof on the internet) or third party. The Supplier will not use the Company's name or its association with the Company in any form or advertising or promotions (including, without limitation, the posting of any information thereof on the internet) without the prior written consent of the Company.
34. The operation of Clauses 32 to 34 herein shall survive the termination of the purchase order without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Supplier.

#### **INTELLECTUAL PROPERTY**

35. Any and all patents, designs, design rights, trademarks, trade names, copyrights and all other intellectual property rights (whether registered or not) (the "**Intellectual Property**") in all drawings, designs, plans, specifications or other documents (the "**Company Materials**") given by the Company to the Supplier to enable the Supplier to fulfill its obligations under the purchase order shall be used exclusively by the Supplier for the purchase order. For the avoidance of doubt, the Company Materials shall be deemed confidential.
36. Insofar as any of the Goods/Services are manufactured/provided using the Company Materials, the Supplier shall not be permitted to disclose or provide any information on these Goods/Services to third parties without the prior written consent of the Company.
37. The Supplier hereby warrants that it is the sole and unencumbered owner of the Intellectual Property in the drawings, designs, plans, reports, specifications, samples, prototypes or other documents related to the Goods/Services that it makes available for the purpose of performing its obligations under the purchase order (the "**Supplier's Materials**"), and that none of the same or the use thereof as contemplated under the purchase order infringes the Intellectual Property of any third party. The Supplier shall be deemed to have given to the Company a perpetual, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Supplier's Materials.
38. The Supplier undertakes to indemnify and keep the Company and its directors, officers, employees, affiliates, subsidiaries, and/or agents harmless from and against any liabilities, damages, losses, costs, expenses, proceedings, suits and/or other consequences arising from any allegation or claim that a third party's Intellectual Property or other right has been infringed by the Supplier's Materials and/or any part or use thereof pursuant to the purchase order.
39. The Company shall own the Intellectual Property in all drawings, designs, plans, specifications or other documents created by the Supplier, its partners, directors, agents, employees, representatives, sub-contractors, sub-suppliers and/or servants pursuant to the purchase order (the "**New Intellectual Property**"). The Supplier shall, and shall procure that its partners, directors, agents, employees, representatives, sub-contractors, sub-suppliers and/or servants execute all formal documents necessary or desirable in order to assign to the Company all New Intellectual Property at no cost to the Company.

#### **NOTICES**

40. Any notice, request, demand or other communication to be given or served by a party under the terms of this purchase order must be in writing and shall be delivered by personal delivery, registered post or facsimile transmission to any of the addresses specified in the purchase order and/or parties' registered addresses and/or such other address or facsimile number as either party may direct, from time to time, by written notice given to the other, and shall be deemed to be duly served and received, at the time of delivery as evidenced by relevant documentation, and if delivered outside office hours, it shall be deemed to be served and received on the next business day.

#### **PERSONAL DATA PROTECTION**

41. In furtherance of its performance and obligations under the purchase order, the Supplier may disclose information that constitutes personal data as defined by the Personal Data Protection Act (Cap. 26) ("**PDPA**") to the Company. The Supplier undertakes and warrants that it will obtain all necessary consents for the Company to collect, use and disclose such personal data for the purposes contemplated in the purchase order.
42. When dealing with personal data received from the Company, the Supplier shall only use and/or disclose personal data (i) in accordance with the purposes for which the Company disclosed the personal data; (ii) in accordance with the instructions of the Company; and (iii) in such manner that ensures the Company's compliance with the PDPA. The Supplier shall also comply with the PDPA, its regulations and guidelines and any reasonable request of the Company. The Supplier shall also implement control measures for the protection of personal data received from the Company including, but not limited to, setting passwords for files containing personal data, and restricting access of personal data on a "need-to-know" basis. In the event of any known unauthorised, unlawful, and/or unintended use, access, disclosure, alteration, loss, or destruction of personal data received from the Company, the Supplier shall immediately notify the Company and cooperate with the Company's requests to investigate and remediate such incidents and provide appropriate response and redress.

#### **LAW AND DISPUTE RESOLUTION**

43. The law governing the purchase order and any action commenced hereunder shall be the law of Singapore, without regard to principles of conflicts of laws.

44. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore in respect of all matters arising out of the purchase order.

#### **SEVERABILITY**

45. If any provision of the purchase order is held to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions of the purchase order shall continue in full force and effect.

#### **WAIVER**

46. The Company's restraint or failure to enforce, at any time any of the provisions of the purchase order or any of its rights shall not waive any such right or provision or in any way affect the validity of the purchase order. The exercise by the Company of any of its rights under the terms of the purchase order shall not preclude or prejudice the Company from thereafter exercising the same or any other right it may have under the purchase order irrespective of any previous action taken by the Company. Specifically, the Company's acceptance of late deliveries shall not constitute a waiver of its right under the purchase order.

#### **AMENDMENT TO PURCHASE ORDER**

47. No amendments or modifications to the purchase order shall be effective unless in writing and signed by the authorized representative of both parties.

#### **RIGHTS OF THIRD PARTIES**

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

#### **CLAIMS**

49. The Supplier hereby irrevocably and unconditionally waives all and any of its rights or remedies (whether under the purchase order, at law or otherwise) from the Company for any extension of time, additional payment or adjustment to the Price or any other form of relief or compensation for any delay or any additional costs as may be incurred or suffered by the Supplier arising out of or in connection with the Covid-19 epidemic or pandemic and any effects thereof which are known or foreseeable as at the date of the purchase order.

#### **ADDITIONAL TERMS AND CONDITIONS IN DOCUMENTS**

50. The additional terms and conditions at "[www.rwsentosa.com/en/procurement/be-our-supplier](http://www.rwsentosa.com/en/procurement/be-our-supplier)" as may be prevailing from time to time and the provisions of any letter of appointment (the "**LOA**") issued by the Company to the Supplier (if applicable) are expressly incorporated as terms and conditions of the purchase order (collectively, the "**Documents**").
51. The Documents are to be taken as mutually explanatory of one another. In the event of any conflict or inconsistency between the Documents, the provisions of the LOA shall prevail, followed by the terms and conditions in the purchase order, and thereafter the additional terms and conditions at "[www.rwsentosa.com/en/procurement/be-our-supplier](http://www.rwsentosa.com/en/procurement/be-our-supplier)".
52. Except as provided in the Documents, all other correspondence and/or documents with the Company or any terms and conditions which the Supplier may purport to apply under any quotation, purchase order, confirmation or order or any other document are specifically excluded. Similarly, all representations, statements or prior negotiations (whether oral or in writing) are expressly excluded from and do not form part of the Documents.