

# SIEMENS General Conditions of SALE of Goods & Services (including Software)

## 1 Interpretation

### 1.1 In these Conditions:

"Conditions" means these terms and conditions for sale of Goods and/or Services which are incorporated into and form part of the Order and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Seller.

"Contract" means the contract between the Seller and the Purchaser for the purchase and sale of the Goods and/or Services, comprising:-

- (i) the Seller's quotation (subject to the provisions of Clause 2) and the acceptance thereof by the Purchaser by way of the Order; or
- (ii) the Order and (subject to the provisions of Clause 2) the Seller's acceptance thereof,

together with these Conditions and the documents (if any) incorporated by express reference on the face of the Order.

"Goods" means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions and which may (without limitation) comprise or include Software.

"Order" means the written order placed by the Purchaser for the supply of the Goods and/or Services.

"Party" means the Seller or the Purchaser and "Parties" means both of them.

"Purchaser" means the person, firm or company who accepts a quotation of the Seller for the sale of the Goods and/or Services or who places the Order for the Goods and/or Services.

"Seller" means the Siemens company referred to on the face of the Order with whom the Contract is made by the Purchaser.

"Services" means the provision of work and/or other services which are the subject of the Contract that may (without limitation) comprise and include Software and which may relate to installation in accordance with these Conditions.

"Site" means the address for delivery, that part of the address for delivery where the Goods are to be installed and operated, or where any Services are to be performed.

"Software" means the software and firmware items which are comprised or included in or related to the Goods and/or Services.

"Support" means any standard Services which may include hardware maintenance, calibration and repair, Software updates and maintenance, or education and training.

- 1.2 Any reference in these Conditions to any provision of a statute and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before, on or after the date of the Contract, so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion of the Contract (so far as liability thereunder may exist or can arise) shall be construed as a reference to that provision or regulation as amended, re-enacted or extended at the relevant time and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.

- 1.3 The headings in these Conditions are for convenience only and shall be ignored in construing these Conditions and shall not affect their interpretation.

- 1.4 Words (including words defined in the Contract) importing the singular also include the plural and vice-versa where the context requires. The words "written" and "in writing" include any means of visible reproduction.

## 2 Basis of the sale

- 2.1 The Seller shall sell and the Purchaser shall purchase the Goods and/or Services in accordance with any written quotation of the Seller which is accepted by the Purchaser, or any Order of the Purchaser which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms, conditions, arrangements, customs or practices provided that any terms or conditions stipulated incorporated or referred to by the Seller in the written quotation (or in the Seller's written acceptance) that are inconsistent with or varies from these Conditions shall override these Conditions. These Conditions shall supersede any other express or implied, written or oral terms, arrangements, customs or practices unless the written quotation of the Seller specifically states otherwise.

- 2.2 No variation to these Conditions shall be binding unless agreed in writing and signed by the authorised representatives of the Purchaser and the Seller. The Seller objects to any varying terms proposed by the Purchaser in its Order or any other document of the Purchaser. Such varying terms shall not become part of the Contract without the express written consent and signature of the authorised representatives of the Seller.

## 3 Orders, Specifications and Cancellations

- 3.1 No Order shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

- 3.2 The Purchaser shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification).

- 3.3 The quantity, quality and description of and any specification for the Goods and/or Services shall be those set out in the Seller's quotation (if accepted by the Purchaser) or the Order (if accepted by the Seller). The Seller reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable statutory requirements or, where the Goods and/or Services are to be supplied to the Purchaser's specification, which do not materially affect their quality or performance.

- 3.4 No Order which has been accepted by the Seller may be cancelled by the Purchaser except with the agreement in writing of the Seller and on terms that the Purchaser shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation.

## 4 Price

- 4.1 The price of the Goods and/or Services shall be the Seller's quoted price, or the price accepted in writing by the Seller. All prices quoted are valid for 30 days only, after which time they may be altered by the Seller without giving notice to the Purchaser.

- 4.2 The quoted prices are based upon the scope of the Services and/or Goods referred to in the Seller's offer. In the event of any variation in inter alia the scope of Services and/or Goods ordered including delivery dates from that of the Seller's offer, the Seller reserves the right to vary the prices quoted.

- 4.3 Except as otherwise stated under the terms of any quotation acceptance or in any price list of the Seller, and unless otherwise agreed in writing between the Purchaser and the Seller, all prices are given by the Seller on an ex Works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Purchaser shall be liable to pay the Seller's charges for transport, packaging and insurance.

- 4.4 For the provision of Services at the Site, the price shall exclude any incidental costs incurred by the Seller for the purposes and in the course of providing the Services i.e. travel costs, costs for transporting tools and equipment etc.

- 4.5 The price is exclusive of any applicable goods and services tax ("GST") or other government charge or duty, which the Purchaser shall be additionally liable to pay at the rate and in the manner from time to time prescribed by law. If exemption from taxes is claimed, the Purchaser must provide a certificate of exemption. Any additional costs incurred by the Seller pursuant to any Act of Parliament or any order or regulation made by any governmental body or department shall be paid by the Purchaser. The price shall be net of any withholding tax payable by the Purchaser, and in no event shall the Purchaser be entitled to withhold or deduct any such tax from the price.

## 5 Terms of payment

- 5.1 The Seller shall be entitled to invoice the Purchaser for the price of the Goods and/or Services on or at any time after delivery of the Goods and/or the performance of the Services, unless the Goods are to be collected by the Purchaser or the Purchaser wrongfully fails to take delivery of the Goods, refuses to allow or call for the performance of the Services at the time contemplated by the Contract, in which event the Seller shall be entitled to invoice the Purchaser for the price at any time after the Seller has notified the Purchaser that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods and/or performance of the Services.

- 5.2 The Purchaser shall pay the price of the Goods and/or Services within 30 days of the date of the Seller's invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property to the Goods has not passed to the Purchaser. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

- 5.3 If the Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries and/or Services to the Purchaser;

5.3.2 appropriate any payment made by the Purchaser to such of the Goods and/or Services (or the goods and/or Services supplied under any other contract between the Purchaser and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Purchaser); and

5.3.3 charge the Purchaser interest on the amount unpaid on a daily basis at the rate of one per cent (1%) per annum above the average Prime Lending Rate of the Development Bank of Singapore, the United Overseas Bank and the Oversea-Chinese Banking Corporation, from the due date until payment in full is made.

## 6 Delivery & Installation & Support

- 6.1 Delivery of the Goods/and or Services shall be made by the Seller delivering the Goods to the Site, or the completion of the Services.
- 6.2 Partial delivery/performance of Goods and/or Services ordered is permissible. Where the Goods or Services are to be delivered/performed in instalments, each delivery/performance shall constitute a separate contract and failure by the Seller to deliver/perform any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- 6.3 For the delivery/provision of Goods and/or Services at a Site, the Purchaser shall at its own costs and expense, take all necessary measures, to prepare the Site and make available to the Seller free of charge such labour and equipment and any other materials and tools which the Seller requires for the delivery/provision of the Goods and/or Services and ensure that the Seller's personnel are able to commence work immediately upon their arrival at the Site and further ensure that work proceeds in an uninterrupted manner. The Purchaser is responsible for all things related to the Site and shall supply the Seller with any information relating to the Site and all auxiliary services required by the Seller which are relevant for the purposes of the delivery/provision of the Goods and/or Services. Where the Purchaser does not either provide or fulfil the above required obligations to the satisfaction of the Seller, the Seller shall be entitled to carry out all necessary work at the costs and expenses of the Purchaser provided the Purchaser has been informed of the non-compliance and such notice has gone unheeded. The Purchaser shall not move any Goods, equipment or part thereof from the Site without the prior consent in writing of the Seller.
- 6.4 Subject to the Purchaser granting the Seller such reasonable access to the Site as the Seller shall require for the delivery/provision of the Good and/or Services, the Seller shall commence at the Site on the scheduled date and shall inform the Purchaser when such work is completed. The Purchaser shall accept (and in default shall be deemed to accept) the Goods and/or Services on the date that the Seller informs it that the Goods and/or Services have been delivered/performed.
- 6.5 If the Seller fails to deliver the Goods and/or Services (or any instalment thereof) for any reason other than any cause beyond the Seller's reasonable control or the Purchaser's fault (including the Purchaser's breach of clause 6.3), and the Seller is accordingly liable to the Purchaser, the Seller's liability shall be limited to 0.5% for every completed week of delay, up to a maximum of 5% of the portion of the price (excluding any charge for transport, packaging or insurance) corresponding to that part of the Goods and/or Services which because of the delay could not be put to intended use. Such payment shall be in full satisfaction of Seller's liability for delay and shall be in lieu of any other rights the Purchaser may have against the Seller.
- 6.6 If the Purchaser fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.6.1 store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage; or
- 6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Purchaser for any shortfall below the price under the Contract.
- 6.7 The Seller will give a credit note only for any Goods and/or Services or any part thereof that has been wrongly delivered/performed or over supplied.
- 6.8 Except where the Goods have been wrongly delivered or over supplied or are subject to the warranty as defined in Clause 8, charges for all handling and transport as determined by the Seller are to be paid by the Purchaser.
- 6.9 The Purchaser may order Support from the Seller's current Support offering as available. Orders for Support are also subject to the Seller's specific Support terms and the terms indicated on the Seller's quotation for provision of Support. To be eligible for a Support agreement, the Goods may require the Seller's certification, at the Purchaser's costs and expenses, that the Goods are in good operating condition.
- 6.10 Goods relocation may result in additional Support charges and modified service response times. Support of Goods moved to another location is subject to availability.
- 6.11 The Purchaser is responsible for removing any goods not eligible for Support to enable the Seller to perform the Support services. Additional charges, computed at the Seller's standard rates, may be incurred for any extra work caused by such goods. The Purchaser shall ensure that the Seller has full and safe access to the Goods at all reasonable times for the purposes of providing the Support services. The Purchaser shall also ensure that such access conforms to any specifications issued by the Seller from time to time.

6.12 Support does not cover any damage, defects or failures caused by:

- 6.12.1 use of media, supplies and other goods not obtained or purchased from the Seller; or
- 6.12.2 conditions of the Site that do not conform to the Seller's site specifications; or
- 6.12.3 neglect, improper use, fire or water damage, electrical disturbances, transportation, work or modification by persons other than the Seller's employees agents or subcontractors or other causes beyond the Seller's control.
- 6.12.4 incorrect power supply, failure of electrical power, air-conditioning, humidity control or any environmental factor; or
- 6.12.5 the operation of the Goods other than in accordance with the specifications or otherwise than in accordance with the directions, instructions or recommendations of the Seller or its agents or servants; or
- 6.12.6 the re-installation, moving or removing of Goods by a person other than the Seller; or
- 6.12.7 identification or rectification of factors listed herein in Clauses 6.12.1 to 6.12.6.

6.13 The Purchaser shall permit the Seller to have access to records relative to the use and performance of the Goods at all reasonable times, including all periods during which Support services are being performed or preparations are being made for Support services to be performed. The Purchaser is responsible for maintaining a procedure to reconstruct lost or altered files, data or programs in relation to the Goods. The Purchaser will have a representative present when the Seller provides Support services at the Purchaser's Site.

6.14 Nothing in the Contract or Support agreement shall relieve the Purchaser from its obligations to perform normal day to day operator maintenance on the Goods as per the recommendation of the Seller including but not restricted to normal cleaning procedures, checks and adjustments designed for operational use.

6.15 During the continuance of provision of Support by the Seller, the Purchaser shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Goods other than day to day operator maintenance and the Purchaser shall not permit any other person except the Seller's employees or representatives to carry out such work unless prior written approval has first been obtained from the Seller.

6.16 Upon 60 days' written notice, the Seller may delete Goods no longer included in the Seller's Support offering or may cancel a Support agreement.

## 7 Title and Risk

7.1 Risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or, if the Purchaser wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Purchaser until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Purchaser for which payment is then due.

7.3 Until such time as title in the Goods passes to the Purchaser, the Seller shall be entitled at any time to require the Purchaser to deliver up the Goods to the Seller and, if the Purchaser fails to do so forthwith, to enter upon any premises of the Purchaser or any third party where the Goods are stored and repossess the Goods. Until such time as in accordance with this provision, the Goods shall not be pledged or given as security or resold by the Purchaser and the Purchaser undertakes to store the Goods in its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the Seller's Goods.

7.4 The Purchaser shall reimburse the Seller for any expenses and costs to the Seller in recovering any Goods arising from any non-compliance by the Purchaser with the terms of clause 7.3.

7.5 Property in and risk of accidental damage to any of the Goods of any kind provided by the Purchaser shall at all times remain with the Purchaser except where such damage or loss has resulted from the gross negligence of the Seller.

## 8 Warranties and liability

8.1 The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of delivery (or, where applicable, from the time the Seller has notified the Purchaser that the Goods are ready for collection, or from the time Seller has tendered delivery of the Goods), and that it will perform the Services where required with reasonable care and skill, provided that the Seller shall be under no liability whatsoever:-

8.1.1 in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;

8.1.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval or improper or inadequate maintenance by the Purchaser;

8.1.3 if the Goods have been used in a manner or under a circumstance or for a purpose not reasonably to be inferred by the Seller or disclosed to the Seller prior to making the Contract;

8.1.4 if the total price for the Goods has not been paid by the due date for payment;

8.1.5 for any delay in the delivery or installation of the Goods if such delay arises or results from variation of the Contract pursuant to Clause 2.2.

8.2 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Purchaser) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after discovery of the alleged defect or failure, failing which the Seller shall not be liable under the warranty provided in Clause 8.1 herein.

8.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller's sole liability shall be to repair the Goods or replace the Goods (or the part in question) free of charge at the Seller's sole discretion, or refund to the Purchaser the price of the Goods (or a proportionate part of the price).

8.5 The Seller shall not be liable under the warranty provided in Clause 8.1 herein if the Purchaser permits persons other than the authorised representative of the Seller to effect any replacement of parts, maintenance adjustments or repairs to the Goods.

8.6 If the Goods are repaired or replaced, the period of Warranty for replacements shall run for six (6) months from the date of such repair or replacement but shall run at least until the expiry of the original warranty period as provided under clause 8.1.

8.7 The benefit of this Warranty shall apply only to the Purchaser.

8.8 The above Warranty is exclusive and no other warranty, whether written or oral, is expressed or implied. The Seller specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

8.9 The Seller shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of the Seller such as, but not limited to any act of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events. If any delay in performing, or any failure to perform the Contract is caused by the delay of a subcontractor of the Seller, and is beyond the control and without the fault or gross negligence of the Seller, the Seller shall incur no liability for such delay.

8.10 Save for the remedies available to the Purchaser under these Conditions, the Seller shall not be liable to the Purchaser under this Contract in any way whatsoever. Without prejudice to the foregoing, in no event shall the Seller be liable for incidental, indirect or consequential damages of any kind.

## 9 Intellectual Property Rights

9.1 If any claim, demand, action or proceeding is brought against the Purchaser for alleged infringement of any registered design or trade mark or trade name or copyright or letters patent (the specifications of which are published prior to the date of the Order) by the Goods or any part thereof or any allegation of such infringement is made, and provided that the Purchaser does not concede the existence of an infringement but gives the Seller immediate notice in writing of any such allegations or infringement or of the institution of any such action or proceeding and permits the Seller to answer the allegation and to conduct all negotiations in respect of such allegation and to defend the action or proceeding, and also provided that the Purchaser gives the Seller (at the Seller's costs and expense) all information assistance and authority required for those purposes and does not by any act (including any admission or acknowledgment) or omission prejudice the conduct of such defence, then:

9.1.1 The Seller will at its own election either effect any settlement or compromise which it deems reasonable or at its own costs and expense defend any such action or proceeding and if the Goods or any part thereof is in such action or proceeding held to constitute infringement and is the subject of an injunction restraining its use or any order providing for its delivery up or destruction the Seller shall at its own election and costs and expense either:

(i) procure the Purchaser the right to retain and continue to use the Goods or part thereof; or

(ii) modify the Goods or any part thereof so that it becomes non-infringing; or

(iii) replace the Goods or any part thereof with one that is non-infringing.

9.2 The Seller shall not be under any of the obligations specified in clause 9.1 hereof in any of the following events:

9.2.1 Any infringement or allegation thereof which is due to the Seller having followed a design or instruction furnished by the Purchaser or based upon the use of the Goods in a manner or for a purpose not reasonably to be inferred by the Seller or disclosed to the Seller prior to making the Contract or in combination with other goods or devices not made or supplied by the Seller; or

9.2.2 The Purchaser entering into any compromise or settlement in respect of such action or proceeding without the Seller's prior consent in writing; or

9.2.3 Modifications of the Goods by the Purchaser or a third party.

9.3 If the Purchaser stops using the Goods in order to reduce the damage or for any other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

9.4 In any event, the Seller shall not be liable for any damage or losses incurred by the Purchaser arising from the use or non-use of any infringing Goods or any part thereof.

9.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Purchaser, the Purchaser warrants that any design or instructions furnished or given by it shall not be such as will cause the Seller to infringe any registered designs or trade mark or trade name or copyright or letters patent in the performance of the Contract and shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Purchaser's specification.

9.6 The patent and design rights held by the Seller shall remain the absolute property of the Seller and such designs and drawings, equipment or any part thereof shall not be reproduced or disclosed or allowed to be reproduced or disclosed by the Purchaser without the Seller's consent in writing.

## 10 Termination and/or Suspension of works

10.1 The Seller shall be entitled to (i) cancel the Contract or suspend any further deliveries, production or commissioning works or the Services under the Contract without any liability to the Purchaser, and (ii) if the Goods and/or Services have been delivered or completed but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) retain any security given or monies paid by the Purchaser and apply the said security or monies against the assessed loss and damages, if any, suffered by the Seller, in the event that:

10.1.1 the Purchaser is in breach of the Contract; or

10.1.2 the Purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or have an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or

10.1.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Purchaser; or

10.1.4 the Purchaser ceases, or threatens to cease, to carry on business; or

10.1.5 there is a change in control of the Purchaser which in the reasonable opinion of the Seller adversely affects the position, rights or interests of the Purchaser. (For the purpose of this sub-clause, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares, or otherwise howsoever); or

10.1.6 in the reasonable opinion of the Seller, there occurs a material change in the financial position of the Purchaser which is likely to affect the Purchaser's ability to perform its obligations under the Contract; or

10.1.7 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.

10.2 Termination of the Contract by the Seller shall not discharge the Purchaser from any existing obligation accrued due on or prior to the date of termination.

10.3 The rights and remedies granted to the Seller pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

## 11 Export Controls

11.1 The fulfilment of the Contract on the Seller's part is subject to the proviso that this shall not be prevented by impediments on the grounds of national and international legal requirements, in particular export control regulations.

11.2 If the Purchaser exports, re-exports or imports Goods, technology or technical data purchased hereunder, it shall assume responsibility for complying with applicable laws and regulations including all export control laws. The Seller may suspend performance if the Purchaser is in violation of applicable laws or regulations.

11.3 If the Goods and/or Services supplied under the Contract require the Seller to have any permit or licence from any governmental or other regulatory authority, the Contract shall be deemed conditional upon such permit or licence being granted at the required time.

11.4 In particular, this Contract shall be subject to the proviso that all required export licences have been granted and that there are no other impediments arising from the export laws and regulations of Germany, Singapore, the United States of America or any other countries where relevant.

11.5 Goods labelled with "*AL not equal to N*" are subject to European or German export authorisation when being exported out of the European Union. Goods labelled with "*ECCN not equal to N*" are subject to the United States of America's re-exporting authorisation. Even without a label, or with label "*AL:N*" or "*ECCN:N*", authorisation may be required due to the final end-use and destination for which the Goods are to be used.

## 12 Software

12.1 Where applicable, the Seller grants to the Purchaser a non-exclusive, non-transferable licence to use the Software delivered with the Goods for the purposes stated in the manual of the Goods during the validity of the Contract subject to the provisions of this clause 12.

12.2 The Purchaser acknowledges that the Software contains valuable confidential and proprietary information and trade secrets of the Seller or its licensors, and undertakes that it (including its agents, employees and/or servants) shall not, without the Seller's prior consent in writing, disclose the details of the Software to third parties.

12.3 All rights, title and interest in the Software, including revisions and updated versions, shall remain the property of the Seller or its licensors. All rights to the Software not expressly granted in the Contract shall remain reserved.

12.4 In the event the Software contains third party components which the Seller has licensed under generally used "open source" licence terms, the terms of the Contract shall apply to those components to the extent that they do not conflict with the "open source" licence terms. If necessary, the Purchaser agrees to sign a licence agreement with the licensor of the Software.

12.5 The Purchaser is not allowed to make any back-up copies of the Software without the Seller's prior consent in writing.

12.6 The use of the Software on hardware other than the agreed equipment requires the Seller's consent in writing.

12.7 Unless otherwise agreed, the Software shall be provided in machine-readable form (object code) only.

12.8 The Seller may terminate the Purchaser's licence upon notice of breach of these licence terms. The Purchaser must destroy all copies of the Software immediately upon notice of termination. The Purchaser will not disassemble or otherwise modify the Software without express agreement in writing from the Seller.

## 13 General

13.1 The Seller is a member of the group of companies ("the Siemens group of companies") whose holding company is Siemens Aktiengesellschaft ("SAG"), and accordingly the Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of this group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller. The Purchaser shall not assign any of its rights or obligations under the Contract without the prior written consent of the Seller, such consent to be signed by its authorised representatives. Any attempted delegation or assignment shall be void. The Seller may attach conditions to the giving of its consent. The Seller may subcontract for the performance of the Contract or any part of the Contract without obtaining the prior consent of the Purchaser.

13.2 Any shipment terms quoted in relation to the delivery of the Goods shall be in accordance to Incoterms 2000 or its latest version as from time to time modified supplemented or revised.

13.3 The Purchaser shall comply with all relevant statutes, rules and regulations and by-laws affecting its obligations and the performance of the Contract and shall obtain at its own costs and expenses all necessary permits and licences and shall furnish to the Seller, upon request, information or documentation of the Purchaser's compliance, as well as to any other information or documentation required to enable the Seller to comply with any laws, rules, regulations and requirements applicable to its performance of the Contract.

13.4 Any notice required or permitted to be given by either Party to the other under these Conditions shall be in writing and signed by the authorised representatives of the Party addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Party giving the notice. Notices may be delivered by hand, or by prepaid registered post or by facsimile and shall be deemed to have been served:

(i) if by hand, at time of delivery;

(ii) if by prepaid registered post, 3 working days after posting;

(iii) if by facsimile, on the date printed on the facsimile transmission report produced by the sender's machine.

13.5 No waiver by the Seller of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision. If the Seller delays, targets or chooses not to enforce its right under the Contract, it shall not affect its right to do so at a later date.

13.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part such provision shall be construed, limited or if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected but shall remain in full force and effect.

13.7 No terms shall survive the expiry or termination of the Contract unless expressly provided.

13.8 The Contract is the entire agreement between the Parties and may not be changed unless agreed in writing by properly authorised representatives of both Parties.

13.9 Save for the Siemens group of companies, the Parties do not intend that any term of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) or otherwise, by any person who is not a party to the Contract.

13.10 The Contract and these Conditions shall be governed by and construed in accordance with the laws of Singapore. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.