NKF

Invitation-to-Quote Terms and Conditions ("ITQ Terms")

1. Definitions

1.1 For the purposes of this Contract (defined below), the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**NKF**" means The National Kidney Foundation and includes any officer or other person authorized by NKF to act on its behalf.

(b) "**Contractor**" means a party who or which has offered to supply Goods / Services in accordance with the terms of this Contract and/or the party who has been awarded this Contract by NKF to supply the Goods / Services.

(c) "**Contract**" means this contract between NKF and the Contractor for the supply of the Goods / Services in accordance with the ITQ Cover Letter, Price Schedule, Product Specifications, ITQ Terms, Letter of Acceptance (if applicable) and Order (if applicable) as well as all documents referred to therein together with the Contractor's formal acceptance thereof, or where a separate formal agreement is entered into, such agreement between NKF and the Contractor, with any authorized variations if executed between NKF and the Contractor.

(d) "**Contract Price**" means the total price payable to the Contractor under this Contract for the supply of Goods / Services.

(e) "**Goods / Services**" means all Goods / Services, including parts and units thereof, in such quantities and with such specifications as may be stipulated under this Contract, which the Contractor is required to supply under the Contract.

(f) "**Infectious Disease**" means any disease specified in the Infectious Diseases Act (Cap. 137) and includes any other disease that is caused or suspected to be caused by a micro-organism or any agent of disease; and/or that is capable or is suspected to be capable of transmission by any means to human beings.

(g) "**ITQ Cover Letter**" means the cover letter issued by NKF in respect of an invitation-to-quote.

(h) "**Letter of Acceptance**" means the letter in a form prescribed by NKF executed by the Contractor upon being offered the Contract.

(i) "**Order**" has the meaning as set out under Clause 3.1 below.

(j) "**Price Schedule**" means the form setting out the agreed price(s) of the Goods / Services.

(k) "**Product Specifications**" means the specifications issued by NKF for the purpose of inviting the Contractor to submit its tender for the Goods / Services, with any authorized variations, if executed between NKF and the Contractor.

1.2 In this Contract:

(a) References to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

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(b) The clauses, paragraph or clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.

(c) References to clauses and schedules shall be references to Clauses of and the Schedule(s) to this Contract. The Schedule(s) are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.

(d) References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.

(e) In the event of a conflict between any of the terms of this Contract, including its Schedule(s), the conflict will be resolved in the following order or priority:

(1) the ITQ Cover Letter;
(2) the Product Specifications;
(3) the Price Schedule;
(4) the ITQ Terms;
(5) the Letter of Acceptance;
(6) and Order;

2. Introduction

2.1 This is an invitation to quote for the provision of Goods / Services to NKF. The invitation to quote, the Contractor's quote (if any), the acceptance by NKF of a Contractor's quote (if any) and subsequent provision of Goods / Services by the Contractor (if any) is subject to and upon the terms and conditions of the Contract.

2.2 The invitation to quote may be revoked by NKF at any time prior to NKF's written acceptance of a quote received from a Contractor.

2.3 A Contractor's quote is conditional upon such Contractor complying with the terms and conditions of the Contract and in submitting a quote to NKF, such Contractor signifies their agreement to be bound by the terms and conditions of the Contract.

2.4 Provided that the invitation to quote has not been revoked by NKF, a quote submitted by a Contractor may not be modified or revoked unless requested by NKF.

2.5 If and when accepted by NKF, the Contract between NKF and the Contractor may only be varied and/or modified or only by the written agreement of both NKF and the Contractor.

3. Orders

3.1 The Goods / Services shall be provided by the Contractor to the NKF as and when ordered by the NKF via a purchase order and/or works order (including an email from NKF to the Contractor requesting for such Goods / Services making reference to the relevant subject matter) (collectively, "**Order**") submitted by NKF to the Contractor. Where the Contractor receives any Order, the Contractor shall proceed to supply the Goods / Services in accordance with the delivery dates and other details of the Order and in accordance with such Product Specifications as already stipulated by NKF.

3.2 The Contractor shall submit an invoice to the NKF for the Goods / Services ordered upon completion of the supply thereof and acceptance by NKF.

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4. Provision and delivery

4.1 All Goods / Services shall be suitably packed, marked and transported to such address as may be specified by NKF, provided in such manner as may be specified by NKF and/or in accordance with timelines as may be specified by NKF. NKF reserves the right to make reasonable changes to these from time to time. No additional charge shall apply for packing, transportation and/or delivery.

4.2 If applicable, the Contractor shall forward the original Bill of Lading and other shipping/transportation documents promptly to NKF.

4.3 NKF shall have no liability to pay for Goods / Services delivered in excess of the quantities specified. The Contractor shall be responsible for any loss or damage occurring during the transit. Where applicable, title and/or lien passes to NKF only upon delivery. If the Goods / Services or any portion thereof are not delivered within the timelines specified, NKF shall be entitled to determine the Contract forthwith.

4.4 Where applicable, Goods / Services having an expiry date of three hundred and sixty five (365) days or less from the date of delivery by the Contractor to NKF shall be deemed non-compliant and/or defective, and the NKF shall be entitled to require the removal, replacement and/or rectification of such Goods / Services.

5. Inspection, testing and rejection

5.1 NKF reserves the right to count and/or inspect all of the Goods / Services in terms of quality and/or quantity and to reject defective and/or non-conforming Goods / Services without any obligation to pay for such. In such an event, the Contractor shall also be liable for all storage charges. If the Goods / Services involve manufacture, a sample shall be produced for approval prior to production of the whole order. Acknowledgement of delivery or payments for Goods / Services shall not be deemed to constitute an acceptance of the Goods / Services or waiver of NKF's right to reject them.

6. Prices

6.1 Prices quoted by the Contractor, to the extent possible, are to be FIXED prices which should clearly set out any taxes as may be applicable. Such prices quoted shall include the cost of delivery to NKF's dialysis centre(s) and/or warehouse(s) as may be set out in the Order.

6.2 NKF reserves the right to make reasonable alterations/changes to the specification of the Goods / Services. The prices and timelines for of the Goods / Services in respect of such changes shall in good faith be equitably adjusted between NKF and the Contractor.

7. Payment

7.1 Unless otherwise agreed between NKF and the Contractor, NKF’s obligation to pay is conditional upon its receiving an invoice from the Contractor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment.

7.2 If any invoice is not submitted to NKF within six (6) months upon completion and/or acceptance by NKF of the Goods / Services, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

7.3 Payment by NKF of an invoice shall not affect NKF’s right to reject any of the Goods / Services or the Contractor's responsibility to remedy, replace and/or re-perform Goods / Services which are defective or do not conform to NKF's requirements under the Contract. NKF shall have no obligation to pay any additional amount for any such Goods / Services which have been remedied, replaced and/or re-performed.

7.4 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in the Contract with the Contractor.

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7.5 NKF expressly disclaims any late payment charge(s) and/or default interest charge(s) of any kind whatsoever.

7.6 Without prejudice to any other rights and remedies of NKF, the amount of any payment or debt owed by the Contractor to NKF under this Contract may be deducted by NKF from any monies payable by NKF to the Contractor under this Contract.

8. Guarantee

8.1 The Contractor guarantees and it is a condition to the submission of a quote by the Contractor that all Goods / Services will conform to the specifications and/or requirements stipulated by NKF and that the Goods / Services are of good quality, free from all defects and fit and sufficient for the use intended.

8.2 The Contractor undertakes to promptly remedy and/or replace any defect howsoever arising for a period of twelve (12) months from the NKF's written advice of the acceptance of the Goods / Services without any cost to NKF. NKF shall, as soon as reasonably practicable, after discovering any such defect, inform the Contractor in writing, and the means of remedy and/or replacement shall in good faith be equitable discussed and agreed to between NKF and the Contractor.

9. Indemnity

9.1 The Contractor shall indemnify NKF (and its agents, officers and/or employees) in respect of all damages and/or injuries to any person or any property and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith that have been caused howsoever by the Contractor, its agents, officers and/or employees in the performance of the Contract or by the Contractor's breach of the Contract.

10. Limitation of liability

10.1 Without prejudice to the remaining provisions of this Clause, the Contractor acknowledges and agrees that the provision of Goods / Services and/or performance of their obligations under this Contract is entirely at the Contractor's own risk.

10.2 Neither NKF nor any of its personnel shall be liable for any direct, indirect and/or consequential damage, loss, expense and/or injury suffered by the Contractor, the Contractor's personnel and/or any other third party, arising out of the Contractor's provision of Goods / Services and/or the Contractor's performance of their obligations under this Contract. For the avoidance of doubt, this exclusion of liability shall apply to and include instances where the Contractor, the Contractor's personnel and/or any other third party contracts an Infectious Disease arising out of the Contractor's provision of Goods / Services and/or the Contractor's performance of their obligations under this Contract.

10.3 If, in spite of Clauses 10.1 and 10.2, NKF is held liable by a court of competent jurisdiction, the Contractor acknowledges and agrees that NKF's liability shall in any event be limited to the sum of payments which NKF has made to the Contractor in the six (6) month period preceding the date on which the claim arose or the aggregate amount of S$100,000 (Singapore Dollars One Hundred Thousand Only), whichever is lesser.

11. Compliance with law, rules and regulations

11.1 The Contractor shall, at its own cost and expense, obtain and maintain all licences, authorisations, permits, and certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under this Contract.

12. Delay in delivery or performance

12.1 If the Contractor fails to deliver any item of Goods / Services by the date(s) specified in this Contract or otherwise in accordance with the requirements of this Contract, NKF shall, in

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addition to any other remedies which it may have under this Contract or otherwise, have the right to:

(a) cancel all or any such items of Goods / Services from this Contract without being liable therefore in damages, obtain them from other sources and deduct all increased costs thereby incurred from any moneys due or to become due to the Contractor or recover such increased costs from the Contractor as damages; or

(b) deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, as and for liquidated damages a sum to be calculated at the rate of one-half percent (1/2%) of the Contract Price in relation to such Goods / Services that are delayed for each day (including Sundays and Public Holidays) which may elapse between the date of delivery of such Goods / Services specified in this Contract and the actual date of delivery, provided that the maximum liquidated damages payable by the Contractor in respect of all incidents of delay or failure described in this Clause shall not exceed fifteen percent (15%) of the Contract Price. The Contractor agrees that the amount of payable under this Clause 12.1(b) is a genuine pre-estimate of the loss suffered or incurred by NKF and not a penalty.

12.2 Notwithstanding Clause 12.1 above, in the event the Contractor fails to comply with its obligations under Clause 4 and such failure has not been remedied to NKF's satisfaction within thirty (30) days of it being called to the Contractor's attention by written notice from NKF, and notwithstanding that the maximum amount of total liquidated damages may have been paid by the Contractor to NKF, NKF shall have the right to terminate this Contract forthwith without compensation and without any liability whatsoever in respect of the Contractor. Clause 9 shall survive any such termination of this Contract by NKF.

13. Remedies for intellectual property infringement

13.1 The Contractor shall fully indemnify NKF against any action, claim, demand, cost, charge and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including but not limited to letters patent, registered design, trade mark or trade name by NKF's use or sale of the Goods / Services provided by the Contractor pursuant to the Contract and against all costs incurred thereto.

14. Drawings and technical documents

14.1 The Contractor shall furnish free of charge to NKF drawings and technical information as may pertain to the Goods / Services purchased by NKF.

15. Confidentiality

15.1 The Contractor shall treat as strictly confidential the business or affairs of NKF obtained in connection with the provision of a quote and/or provision of Goods / Services pursuant to such quote, and the Contractor shall not at any time thereafter make use of or disclose or divulge to any person any such information and shall use its best endeavours to prevent the publication or disclosure of any such information.

15.2 This Clause 15 shall continue to apply after the expiration or termination of the Contract without limit in time.

16. Personal data

16.1 If, where and when the provision of Goods / Services by the Contractor necessitates the receipt of personal data from NKF, the Contractor represents and warrants that it shall, in addition to its confidentiality obligations under Clause 15 above, comply with the provisions of the Personal Data Protection Act 2012 (and associated regulations) ("**PDPA**") in respect of such personal data.

16.2 In particular, the Contractor agrees and undertakes that when dealing with any personal data received from NKF, it shall:

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(a) only use personal data in accordance with NKF's instructions and the purposes for which the personal data was disclosed;

(b) protect the personal data in its possession or under its control by making reasonable security arrangements to prevent any accidental loss or unauthorized access, disclosure, destruction, disposal, copying and modification of the personal data;

(c) put in place adequate measures to ensure that the personal data in its possession or under its control is otherwise accurate and complete. In any case, the Contractor shall take steps to correct any personal data related errors, as soon as practicable upon NKF's written request;

(d) immediately notify NKF in the event of any known unauthorised, unlawful, and/or unintended use, access, disclosure, alteration, loss, or destruction of personal data received from NKF and cooperate with NKF's requests to investigate and remediate such incidents and provide appropriate response and redress;

(e) not retain any personal data for any period longer than is necessary for the purposes for which the personal data was disclosed by NKF;

(f) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes for which such personal data was disclosed by NKF; and

(g) shall not transfer the personal data outside Singapore, without NKF's prior written consent.

16.3 The Contractor agrees and undertakes to indemnify NKF and its officers, employees and agents against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis) in respect of any breach by the Contractor of the provisions of the PDPA and/or of this Clause 16.

16.4 This Clause 16 shall continue to apply after the expiration or termination of the Contract without limit in time.

17. Force Majeure

17.1 Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events beyond the reasonable control of either Party (each a "**Force Majeure Event**").

17.2 For the purposes of this Contract, force majeure events include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Contract.

17.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event and the provisions of this clause shall not apply to such an event.

17.4 For the further avoidance of doubt, and due to the nature of NKF's business, the occurrence of an outbreak, epidemic and/or Infectious Disease shall not be considered a Force Majeure Event and the provisions of this clause shall not apply to such an event.

17.5 The parties hereto agree to notify the other party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.

17.6 If any Force Majeure Event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this Contract.

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17.7 The parties shall for the duration of a Force Majeure Event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the event.

18. Termination

18.1 In addition to NKF's rights under Clause 12, NKF shall be entitled to terminate the Contract, giving the Contractor not less than one (1) months' notice in writing and thereupon the Contract shall come to end but without prejudice to any right of action of either party against the other in respect of any antecedent breach of the terms and conditions of the Contract by the other. For the avoidance of doubt, no reason needs to be given for the said notice and any Goods / Services which have been scheduled for performance or delivery after the date of termination shall be deemed to have cancelled without payment due on the part of NKF.

18.2 In addition to NKF's rights under Clause 12 and 18.1, NKF may, without prejudice to any other rights it may have, by written notice, forthwith terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately (including, cancelling all or any part of the undelivered portion of the Contract by notice in writing without compensation to the Contractor) and without liability on the part of NKF for any compensation and/or damages and to recover from the Contractor the amount of any damages or losses suffered, if:

(a) it is established that the Contractor has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action to the obtaining or execution of the Contract with NKF or for showing or forbearing to show favour to any person in relation to any other Contract(s) with NKF, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Penal Code (Cap 224) or the Prevention of Corruption Act (Cap 241) or shall have given any fee or reward the receipt of which is an offence under the said Penal Code or the said Prevention of Corruption Act of the Republic of Singapore;

(b) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has obtained any unfair advantage or conducted itself in a way is improper, unfair, unethical, unscrupulous and/or fraudulent in obtaining its Contract with NKF;

(c) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has acted in a manner incompatible, inconsistent and/or prejudicial to the image and/or public perception of NKF;

(d) the Contractor breaches the delivery schedules or any other terms of the Contract or is in breach of any other obligations to NKF;

(e) any distress or execution shall be levied upon the Contractor's property or assets;

(f) the Contractor being an individual (or, when the Contractor is a firm, any partner in that firm) shall at any time have any bankruptcy proceedings commenced against him, or a bankruptcy order made against him, or shall have a receiving order made against him or shall make any composition or arrangement with, or for the benefit of his creditors, or shall made any conveyance or assignment for the benefit of his creditors or shall purport to do so; and/or

(g) the Contractor being a corporation, is wound up (whether voluntarily or otherwise), or an resolution or petition to wind up such corporation's business (other than for the purpose of amalgamation or reconstruction) is passed or presented, or a judicial management order

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is made against the Contractor or if a Receiver, or a manager on behalf of a creditor, is appointed or if circumstances shall arise which entitle the Court or creditor to appoint a receiver or manager of such corporation's undertaking, property or assets or any part thereof.

In the event of Clauses 18.2(e),(f) and/or (g) above, NKF may also elect to give any such receiver or liquidator or other person the option of carrying out the Contract.

18.3 Notwithstanding any confidentiality provisions, NKF further reserves the right to report any matters related to Clauses 18.2(a),(b) and/or (c) above to the Singapore authorities.

19. Notices

19.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in this Contract or to the e-mail address of the recipient as notified in writing to the sending party. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the parties as specified in this Contract or to such other address as the receiving party may later specify. All notices sent by e-mail must be sent to the e-mail of the recipient as notified to the sending party in writing or to such other e-mail address as the receiving party may later specify.

19.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address and if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered. An email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

20. General

20.1 The Contract (including any terms incorporated by reference) constitutes the entire agreement between NKF and the Contractor in relation to the Contractor's quote and subsequent provision of Goods / Services (if any) and supersedes all prior agreements, negotiations and discussions between NKF and the Contractor relating to the same.

20.2 Headings in these ITQ Terms are solely for convenience, and shall have no legal meaning or effect.

20.3 An entity who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce and/or enjoy the benefit of any provision and/or term of the Contract.

20.4 The Contract is governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute concerning the Contract shall be subject to the exclusive jurisdiction of the Courts of Singapore.

20.5 If any provision of the Contract is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

20.6 Neither NKF nor the Contractor may transfer, assign, sub-license and/or transfer any of its rights or obligations under the Contract to another party, save with the other party's prior written consent.

20.7 Failure or neglect by NKF to enforce at any time any of the provisions in the Contract shall not be construed or deemed to be a waiver of NKF's rights hereunder, nor in any way affect the validity of the whole or any part of the Contract or prejudice NKF's right to take subsequent action.

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21. Information Security

21.1 NKF regards its systems, applications and all information and data as highly valuable and critical assets to its business that need to be protected appropriately. “Information” include all documents and/or information received from NKF and in any form whether electronic or otherwise, such as:

(a) Any information in connection with the ITQ, including any specifications, plans, drawings, samples issued by NKF and any documents prepared by the Contractor in connection with the ITQ; and

(b) Any other information it may acquire in relation to NKF at any point, as stated in Clause 15.1 of the accompanying ITQ Terms.

21.2 Accordingly, the Contractor shall agree to comply with NKF’s information security requirements including but not limited to access controls, safeguard and encryption of sensitive and personally identifiable information (PII), sharing them securely and with permitted recipients only, and carrying out security patches promptly for servers or devices holding NKF data.

21.3 The Contractor shall also ensure that cybersecurity, incident response, disaster recovery procedures and insurance are put in place where NKF data is withheld by the Contractor.

Accepted By:

Authorised Signature and Date: _____

Signatory’s name: _____ Signatory’s title: _____

Contractor’s name: _____ Contractor’s stamp: _____

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