

**SCHEDULE
ADDITIONAL TERMS AND CONDITIONSⁱ**

**REQUEST FOR PROPOSAL FOR THE SUPPLY, DELIVERY AND INVENTORY MANAGEMENT
OF NURSING SCRUBS, NURSING ADMIN UNIFORMS AND JACKETS**

1. Interpretation

- 1.1 Terms not defined in these Additional Terms and Conditions shall have the meaning as defined in the Conditions of Contract.

2. Term of Contract

- 2.1 This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force for a term of thirty-six (36) months with the NKF having an option to extend for further terms of twenty-four (24) months each on the same price, terms and conditions as stated in the Contract (as may be amended, varied, supplemented and/or replaced from time to time) by giving written notice of such extension to the Contractor at any time prior to the end of the current term.
- 2.2 Unless otherwise stipulated by the NKF, all purchases for the Goods made during the extended period of this Contract shall be subject to the terms and conditions hereof (as may be amended, varied, supplemented and/or replaced from time to time), and the Goods purchased during such extended period shall be deemed to be Goods as defined in this Contract.

3. Orders for Goods

- 3.1 The Goods shall be provided by the Contractor to the NKF as and when ordered by the NKF via a Purchase Order. Where the Contractor receives any Purchase Order, the Contractor shall proceed to supply the Goods in accordance with the delivery dates and other details of the Purchase Order.
- 3.2 The Contractor shall submit an invoice to the NKF for the Goods ordered upon completion of the supply thereof to the NKF in accordance with the terms and conditions of the Contract including the Purchase Order.

4. Consumption of Goods

- 4.1 If, at the end of the Contract term, the consumed Goods shall be less than the estimated quantity as set out in the Price Schedule, the parties shall in good faith enter into discussions as to how to resolve such discrepancy, taking into account all relevant facts and circumstances.
- 4.2 For the avoidance of doubt, a difference of not more than five percent (5%) between the quantity of Goods consumed and the estimated quantity as set out in the Price Schedule, shall not be considered a discrepancy for the purposes of Clause 5.1 above and otherwise on the part of NKF under this Contract.

Authorised Signature: _____

Vendor's stamp : _____

5. Non-Performance of Goods

- 5.1 The approved prototype shall indicate the standards (example: consistent colour tone of fabric and fabric gsm, fine stitching etc) to be maintained for the duration of the Contract. Goods that were supplied and did not meet the standards shall deem as defect Goods. If the defect Goods exceeding 5% of the total quantity purchased, the NKF and the Contractor shall discuss in good faith as to how to resolve the defective products as between the parties, taking into account all relevant facts and circumstances.
- 5.2 In any event, the Contractor shall resolve any such issues with sub-standard and/or defective Goods within one (1) month (the "**Interim Period**") of being notified of such by NKF. The Contractor shall indemnify NKF for any increased cost of Goods for the enhanced product or purchase from alternative source(s).

6. Right of Additional Purchase

- 6.1 NKF shall have the right at any time during the term of this Contract to purchase up to another twenty percent (20%) of the estimated quantity of the Goods on the terms and conditions hereof (as may be amended, varied, supplemented and/or replaced from time to time), and the additional Goods purchased shall be deemed to be Goods as defined in this Contract. In this regard the Contractor shall give priority of supply/sale to NKF should NKF exercises its right of additional purchase under this Clause.

Accepted By:

Vendor's Company: _____ Vendor's Company Stamp : _____

Authorised Signature: _____

Signatory's name : _____ Signatory's title : _____

Insert additional terms and conditions not contained in the standard terms and conditions.
Examples of some additional terms are stated above.