RFP NO. 20261101

ADDITIONAL TERMS AND CONDITIONS[i]

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 two (2) years with the NKF for Blood Tubing Set for HDFMs, having an option to extend for further term of two (2) years 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. Expiry Period for Goods

4.1 Goods 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 Goods that are not in accordance with the terms and conditions of the Contract, and the NKF shall be entitled to require the removal or replacement of such Goods pursuant to Clause 3.2 of the Conditions of Contract.

5. Consumption of Goods

5.1 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.

5.2 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.

6. Non-Performance of Goods

6.1 The samples submitted by the Contractor shall also set out the standards to be maintained for the term of the Contract. Goods that are supplied that do not meet such standards shall be deemed as sub-standard and/or defective Goods. If such sub-standard / defective Goods exceed 5% of the total quantity purchased monthly, the NKF and Contractor shall discuss in good faith as to how to resolve the sub-standard / defective Goods as between the parties, taking into account all relevant facts and circumstances.

Authorised Signature: _____ Vendor's stamp : _____

7. Stockpile of Goods

7.1 The Contractor undertakes during the term of this Contract to have at least six (6) months stockpile of the Goods for exclusive supply to NKF. For the avoidance of doubt, NKF shall have no obligation/liability whatsoever to utilise and/or purchase the said six (6) months stockpile of the Goods.

7.2 The Contractor shall not draw down on the stockpile without providing prior written notice to NKF of such intention as soon as reasonably practicable (and, in any event, no less than 5 business days prior to the proposed draw down), and obtaining NKF's prior written consent for the same. In the event that NKF provides its written consent for such draw down, the Contractor shall replenish the stockpile to the required level set out at Clause 7.1 above within 10 business days of the draw down, and shall promptly notify NKF in writing once the stockpile has been replenished.

8. Right of Additional Purchase

8.1 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.

Authorised Signature & Date : _____

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

Company name: _____ Company stamp: _____

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