



GENERAL CONDITIONS OF PURCHASE

OBJECTIVE

To clearly set out the General Conditions of Purchase under which Roche Diagnostics Asia Pacific Pte Ltd purchases goods and services.

DEFINITIONS & INTERPRETATION

In these conditions of purchase, the following words shall, where the context so admits, have the meanings respectively set against them:

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| Buyer | Roche Diagnostics Asia Pacific Pte Ltd |
| Contract | Any contract between the Buyer and the Seller for the purchase of Goods and/or Services comprising of these General Conditions of Purchase, the Purchase Order and any Statement of Work relating to the purchase. |
| General Conditions of Purchase | These conditions of purchase and all documents and terms expressly or impliedly incorporated herein |
| Goods | The goods (including any part(s) of them) described in the Purchase Order, and generally including Purchased Objects unless stated otherwise |
| GST | Goods and Services Tax, value added tax and all other similar taxes |
| Installation | The expert installation of a Purchased Object, the expert functional testing (commissioning) thereof and the commencement of operational usage of the Purchased Object |
| Purchased Object | Any object purchased by the Buyer requiring Installation |
| Purchase Order | Any purchase order duly completed on behalf of the Buyer and provided by the Buyer to the Seller for the supply of Goods or Services in such form as the Buyer may determine from time to time |
| Affiliate | Generally: (a) an organisation, which directly or indirectly controls a party to these General Conditions of Purchase; (b) an organisation, which is directly or indirectly controlled by a party to these General Conditions of Purchase; (c) an organisation, which is controlled, directly or indirectly, by the ultimate parent company of a party. Control as per (a) to (c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organisation. |



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| | With respect to the Buyer, the term "Affiliate" shall not include Chugai Pharmaceutical Co. Ltd., 1-1, Nihonbashi-Muromachi 2-chome, Chuo-ku Tokyo, 103-8324, Japan and Foundation Medicine, Inc., 150 Second Street, Cambridge, MA 02141, USA and their respective subsidiaries, unless the Buyer opts for such inclusion by giving written notice to the Seller. |
| Seller | The company, firm or person to whom the Purchase Order is addressed |
| Services | The services described in the Purchase Order, and generally including the Installation of Purchased Objects unless stated otherwise |
| Statement of Work | Means the Buyer's specifications or stipulations for the Goods and/or Services notified in writing to the Seller |

1 Formation

- 1.1 Every Contract shall incorporate by reference and consist of these General Conditions of Purchase to the exclusion of any terms and conditions included in any document issued by the Seller (including any printed terms and conditions of sale). Any Purchase Order shall be subject to these General Conditions of Purchase.
- 1.2 Subject to Condition 26 (Variation) in these General Conditions of Purchase, in the case of inconsistency between the Purchase Order, these General Conditions of Purchase and/or any Master Service Agreements that parties may choose to enter, the following order of precedence shall apply (in decreasing order of precedence):
- (a) the Master Service Agreement;
 - (b) the Purchase Order; then
 - (c) these General Conditions of Purchase.
- 1.3 The Purchase Order is an offer and unless otherwise expressly specified in the Purchase Order, the Contract shall come into effect upon acceptance of the Purchase Order by the Seller by the deadline(s) specified in the Purchase Order. Unless previously withdrawn by the Buyer, Purchase Orders shall be deemed accepted if not rejected by the Seller by notice in writing within seven (7) days of the date of the Purchase Order.
- 1.4 Following the acceptance of the Purchase Order by the Seller, the Buyer shall have the right to request, promptly receive and obtain information in relation to the matters specified in the Contract at all times, including its implementation status.
- 1.5 In the case where the Buyer acquires a Purchased Object and the Installation requires preparations to be made by the Buyer, the Seller shall communicate the required preparations to the Buyer following the acceptance of the Purchase Order, and thereafter (at suitable intervals) and in a timely manner, prior to Installation.
- 1.6 Orders may be placed by telephone on behalf of the Buyer but shall only be valid if subsequently confirmed by the Buyer via provision of a valid Purchase Order. All Purchase Orders and written confirmations must carry the Buyer's official Purchase Order number or make reference to the relevant valid Purchase Order (in the case of written confirmations) in order to be valid.



- 1.7 The Seller should not supply Goods and Services to the Buyer before the Seller has received a valid Purchase Order (stating the Purchase Order number) from the Buyer.

2 Packaging/Storage/Transportation

The Seller shall ensure that the Goods are adequately and appropriately packaged, stored and transported in a manner which is suitable for the purposes of transport and consistent with industry best practices. If the Goods are fragile, or specific procedures, conditions or special care is required when removing the packaging or any auxiliary structures, or in the storage or transportation thereof, the Seller must draw the Buyer's attention to this circumstance in advance (before delivery to the Buyer and with sufficient time for the Buyer to make the necessary preparations), failing which the Seller shall be liable for all damages which arise as a result of such failure.

3 Delivery

- 3.1 Goods shall be delivered to the Buyer to such location and within such period as is stated for the delivery in the Purchase Order or the Buyer's instructions. Services shall be commenced, provided and completed at the place(s) and within the period(s) as may be stated in the Purchase Order.
- 3.2 Time of delivery of the Goods and performance of the Services is of the essence of the Contract. In the case of Purchased Objects, Installation deadline(s) stated in the Contract are binding upon the Seller and if no deadlines are agreed upon, delivery/Installation is due immediately.
- 3.3 If the Seller becomes aware that it is unable or will likely be unable to deliver the Goods or perform the Services in accordance with the deadline(s) stipulated in the Contract, the Seller is obliged to inform the Buyer of this circumstance immediately, stating the reasons and the extension of time required (if applicable) in writing. Provided always that such information does not release Supplier from its obligations to comply with deadline(s).
- 3.4 In the event that the Seller deviates from the Purchase Order or Contract, it is obliged to draw the Buyer's attention to this fact in writing. If the Buyer does not expressly consent to these divergences in writing, the agreement between the parties shall be in accordance with the Buyer's Purchase Order and the Seller's deviations shall not be applicable.
- 3.5 In the case of the Buyer acquiring a Purchased Object, the Installation shall be performed at the designated location indicated in the Contract. The Seller shall inform the Buyer about the start and successful completion of Installation without delay.
- 3.6 If the Goods are not delivered or the Services are not commenced and/or completed in accordance with the deadline(s) stipulated in the Contract, the Buyer shall be entitled without prejudice to any of its other rights under the General Conditions of Purchase to terminate the Contract under Condition 21 (Termination) of these General Conditions of Purchase by giving notice in writing to the Seller. For the avoidance of doubt, if the Seller fails to complete delivery of the Goods and Services by the deadline(s) stipulated in the Contract, the Seller shall fall into default on expiry of this deadline, without any further action on the part of the Buyer.
- 3.7 Upon consigning the Goods or any part thereof for delivery to the Buyer, the Seller must give notice to the Buyer at the "deliver to" address stated on the Purchase Order.
- 3.8 The Buyer may, but shall not be obliged to, accept quantities of the Goods which vary from those specified in the Contract, Goods of which the packaging has been damaged or Goods deemed by Buyer not to satisfy the Seller's warranties under these General Conditions of Purchase.
- 3.9 When required by the Buyer, the Seller shall mark the materials ordered in accordance with the reasonable instructions of the Buyer.



- 3.10 If the Goods are being imported to the Buyer from outside Singapore, Conditions 3.11 to 3.12 shall apply notwithstanding any other provision of these General Conditions of Purchase.
- 3.11 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms 2010 shall have the same meaning in these General Conditions of Purchase and the Contract. In the event of conflict between Incoterms 2010 and these General Conditions of Purchase, the latter shall prevail.
- 3.12 Unless stated otherwise in the Purchase Order or Statement of Work, any Goods being imported to the Buyer shall be delivered "Delivery Duty Paid" (excluding GST) as specified in the Incoterms 2010 Rules to the address designated by buyers.

4 Acceptance

- 4.1 The Buyer shall not be deemed to have accepted the Goods until 21 days after the date of delivery of the same or after any latent defect would have become apparent. For the avoidance of doubt, no inspection or testing by the Buyer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute acceptance or approval of the Goods nor be deemed a waiver of the Buyer's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract.
- 4.2 Payment for the Goods shall not be deemed evidence of acceptance.
- 4.3 Before the expiry of the period set out in Condition 4.1, the Buyer shall be entitled to reject the Goods that do not comply in all respects with the Contract and/or General Conditions of Purchase and shall upon rejection return such Goods to the Seller at the risk and expense of the Seller. Upon notification of rejection, the Seller, shall forthwith, at the Buyer's option, either at its own expense deliver to the Buyer Goods complying in all respects with the Contract and General Conditions of Purchase in substitution for those rejected, or refund the Buyer in full for the invoice value of the rejected Goods.
- 4.4 The Seller shall promptly keep the Buyer informed of any matter of which it is or reasonably should, as Seller of the Goods (or Purchased Object), be aware relating to the storage, transportation, handling, assembly or use of the Goods by the Buyer (including legislation or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Buyer should take in relation to such matters.

5 Title and Risk

Subject to Condition 9.1(a), the title and risk in the Goods shall remain with the Seller until the Goods are delivered and accepted by the Buyer in accordance with the Contract when, without prejudice to any right of rejection which the Buyer may have under the Contract or by law, title to and risk in the Goods shall pass to the Buyer, provided that if the Buyer pays for the Goods prior to delivery, title to the Goods shall pass to the Buyer when payment is made.

6 Price and Payment

- 6.1 The price of the Goods or Services stated in the Purchase Order and Contract shall not be the subject of increase without the consent of the Buyer and shall be an all-inclusive fee, covering all costs and taxes (excluding GST). Without limitation, such costs would include the cost of additional contractual obligations undertaken by the Seller, costs of approvals, customs duties, insurances and increase of prices, as well as travel and telephone expenses.
- 6.2 The Seller may only invoice the Buyer on or after delivery of the Goods and/or completion of the performance of the Services.



- 6.3 If any sums are due to the Buyer from the Seller, then the Buyer shall be entitled to exercise the right to set-off such sums against any payments due to the Seller from the Buyer under or in relation to this Contract or any other contract. The Seller shall not be entitled to apply any amounts due to the Buyer under the Contract in or towards payment of any sum owing by the Buyer to the Seller in relation to any matter whatsoever.
- 6.4 Any money paid by the Buyer to the Seller in respect of any Goods or Services rejected under these General Conditions of Purchase together with any additional expenditure over and above the price specified in the Contract reasonably incurred by the Buyer in obtaining other goods in replacement of any rejected Goods shall be paid by the Seller to the Buyer within 7 days of the date of the Buyer's notice demanding the same or, at the Buyer's sole option, shall be set off against any outstanding sums owed by the Buyer to the Seller in relation to such Goods or Services.
- 6.5 All sums payable under the Contract shall be exclusive of GST and if paid, shall be added if appropriate at the rate prevailing at the relevant tax point. Where it is agreed that GST shall be paid by the Buyer, the Seller shall show as a separate item in its invoice the amount of such GST in Singapore Dollars, including any exchange rate used, where applicable.
- 6.6 The Buyer will make all payments under these General Conditions of Purchase without withholding or deduction of, or in respect of, any taxes unless required by law. If any such withholding or deduction is required, the Buyer will, when making the payment to which the withholding or deduction relates, pay to the Seller such amount invoiced by the Seller less the withheld or deducted tax.
- All Purchase Orders and invoices prepared pursuant to these General Conditions of Purchase are to be expressed in Singapore Dollars, unless specifically designated otherwise in the Purchase Order. The invoice must contain the Purchase Order Number, addressed to "Accounts Payable, Roche Diagnostics Asia Pacific Pte Ltd, 8 Kallang Avenue, #10-01/09 Aperia Tower 1, Singapore 339509". The Buyer will return to the Seller invoices which are sent to a different address and/or which do not bear the Buyer's official Purchase Order number.
- 6.7 Subject to Conditions 6.8 and 7.7 below:
- (a) the Buyer will make payment of bills and invoices duly and properly rendered, within a period of 60 days of receipt of the invoice, but it is entitled to withhold the fee in whole or in part until all defects are resolved;
 - (b) any discount for early payment shall be expressly agreed on by the parties; and
 - (c) the Buyer may also assert the right to withhold payment as long as the Seller does not comply with any obligation pursuant to these General Conditions of Purchase or in any related contract.
- 6.8 In the event that the Buyer wishes to dispute any part of an invoice, the Buyer will notify the Seller within 30 days of receipt of the invoice explaining the reason for the dispute, and the amount disputed. If the Seller is not notified of a disputed invoice within this time frame, the invoice will be deemed undisputed and will be due and payable in accordance with these General Conditions of Purchase. If the Seller is notified of a disputed invoice as provided above, the Seller will send a credit note for the full invoice and prepare two invoices: one for the disputed part and one for the undisputed part. The undisputed invoice will then be paid by the Buyer within 60 days of receipt.
- 6.9 Payment of invoices shall neither be deemed acceptance of off-specification, unsuitable, deficient, or non-conforming Goods and/or Services nor shall it be construed as a waiver of any of the Buyer's rights or remedies under the Contract.



7 Warranty

7.1 The Seller is responsible for the proper and diligent execution of the Contract. The Seller represents and warrants that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Seller;
- (b) the performance of the Contract is lawful and carried out in accordance with all applicable laws;
- (c) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect of its ability to perform its obligations under this Contract;
- (d) the Goods and/or any Purchased Object to be acquired by the Buyer under the Contract are not subject to any encumbrances;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect of its ability to perform its obligations under this Contract;
- (f) it will perform its obligations under the Contract with the highest level of care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
- (g) the performance of the Contract is in compliance and in line with the state of the art and the standards of the Seller's specialist area, and carried out with the use of all the Seller's specialised knowledge and abilities;
- (h) the Seller and its personnel are suitably qualified, and have the necessary skills, knowledge, expertise and experience to perform its obligations under this Contract, and will comply with all applicable quality and safety provisions, including the standards of good industry practice;
- (i) the use and/or sale of the Goods and Services delivered under this Contract will not infringe any patent, trademark or trade secret or any other intellectual property of any third party;
- (j) it shall ensure that all Services to be performed, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (k) it shall co-operate with the Buyer in all matters relating to the Goods and Services, and comply with the Buyer's instructions;
- (l) before the date on which its obligations are to be performed, the Seller shall obtain and at all times, maintain during the term of this Contract, all necessary approvals, licences and consents and comply with all applicable laws in relation to this Contract, including any installation and use of the Seller's equipment;
- (m) it shall hold all materials and information belonging to the Buyer in safe custody at its own risk and maintain such materials and information in good condition until returned to the Buyer, and not dispose of or use such materials and information other than in accordance with the Contract or the Buyer's written instructions or authorisations;
- (n) it shall take good care of any of the Buyer's equipment, if any such equipment is provided to the Seller;



- (o) not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
 - (p) the Seller is not aware of any circumstances or material fact which would cause any of the warranties set out in Conditions 7.1, 7.2, 7.3 and 17.1 to be false or misleading in any respect.
- 7.2 The Seller undertakes, represents and warrants to the Buyer that both the raw materials used in manufacturing the Goods and the Goods and/or the Services as applicable themselves shall:
- (a) conform in all respects as to quantity, quality, safety, instruction of the Buyer, or sample provided to the Buyer, and description, with all particulars stated in the Contract, any applicable specification and all relevant statutes, directives, laws and regulations in force from time to time. Without prejudice to the generality of the foregoing, the Seller warrants that all Goods and Services and all raw materials used in manufacturing the Goods comply in all respects with all relevant laws and regulations;
 - (b) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
 - (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Purchase Order or Contract); and
 - (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Buyer).
- 7.3 Where the Buyer has acquired a Purchased Object from the Seller, the Seller also undertakes, represents and warrants to the Buyer that:
- (a) no third party claims whatsoever exist in respect of the Purchased Object;
 - (b) the Purchased Object is free of any defects which impair its value or functionality;
 - (c) in addition to the stated features, performances and specifications, it contains and is capable of the features, performances and specifications, including those which can be reasonably expected by the Buyer based on good industry practices, without specific agreement;
 - (d) the Purchased Object complies with all applicable quality and safety provisions, including the standards of good industry practice; and
 - (e) if the Seller is obliged to carry out Installation of the Purchased Object, such warranties, representations and undertakings herein shall be extended to the Installation work, including the workmanship and care in the Installation process.
- 7.4 The Seller shall use all endeavours to transfer or assign to the Buyer or otherwise obtain for the benefit of the Buyer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Buyer or otherwise providing such benefit for the Buyer.
- 7.5 The Seller's warranties, representations and undertakings herein also extend to the services of the sub-contractors, if any.



7.6 Where there is any breach of Conditions 7.1 to 7.4 above and Condition 17.1 (where applicable), or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged, the Buyer shall be entitled at its sole discretion without liability to the Seller (arising out of such action) and without prejudice to any other right or remedy, the Buyer may take one or more of the following actions to:

- (a) cancel the Contract and treat the Contract as having never been entered into by the Seller;
- (b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods;
- (c) refuse to accept any subsequent delivery of the Goods and Services;
- (d) recover from the Seller any costs reasonably incurred by the Buyer in obtaining substitute goods or services from another Seller;
- (e) require the Seller at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Contract, Purchase Order and/or Specification (to the extent that they are applicable);
- (f) require the Seller at its sole cost to re-execute the Services in accordance with the Contract, Purchase Order and Specification within 7 days;
- (g) treat this Contract as discharged by the Seller's breach and:
 - (i) delay payment of the price for the Goods and Services until the requirements of this Contract, Purchase Order and any Specification are entirely fulfilled;
 - (ii) refuse to make payment of the price of the Goods or Services; or
 - (iii) require the repayment of any part of the price of the Goods or Services which the Buyer has paid whether or not the Buyer has previously required the Seller to repair the Goods, supply any replacement Goods or re-execute the Services; and/or
- (h) claim such damages as may have been incurred by the Buyer as a result of the Seller's breach of the Contract.

7.7 If the Buyer claims that a Purchase Order has not been fulfilled or has been incorrectly fulfilled the Seller shall be deemed to accept the validity of the claim unless it serves written notice on the Buyer disputing the said claim and stating the reasons for its dispute within 7 (seven) days of the date of the said claim.

7.8 If the Buyer exercises any right under this Condition 7, the Buyer may at its absolute discretion require the Seller, at the Seller's own cost, to collect the relevant Goods forthwith and/or return the Goods to the Seller.

8 Claims Arising from Defects

8.1 The applicable warranty period during which claims arising from defects may be made by the Buyer shall be as follows, unless parties agree on such other period.

- (a) The Buyer's claims arising from defects will be made within 2 years from the acceptance of the Purchased Object provided that deteriorations which could have been avoided if a complaint had been lodged without excessive delay are borne by the Buyer.



- (b) After the elimination of a defect, the warranty period for the repaired or replaced part(s) of the Purchased Object shall start again from the beginning.
- 8.2 Where the Buyer has acquired a Purchased Object from the Seller, defects in and of the Purchased Object and/or in the Installation, which are the subject of complaints made during the warranty period must be rectified by the Seller at its own cost within the time period set by the Buyer.
- 8.3 Without prejudice to its other rights and remedies, the Buyer is entitled to alternatively request for the following:
- (a) Reworking of the Purchased Object or, if the Buyer deems this to be impracticable, replacement thereof;
 - (b) reduction in the purchase price; or
 - (c) termination of the Contract and a full refund of all payments made.
- 8.4 The Buyer is entitled to remedy the defects complained about itself, or to have them remedied by a third party, at the Seller's cost if the Seller:
- (a) does not remedy the defects which have been complained about within an appropriate period and to the Buyer's satisfaction; and/or
 - (b) refuses to undertake the reworking, or is incapable of so doing.
- 8.5 The rights and remedies set out in this Condition 8 are without prejudice to any other rights or remedies of the Buyer.

9 Transfer of Ownership, Documentation and Spare Parts

- 9.1 Where the Buyer has acquired a Purchased Object from the Seller:
- (a) legal title and beneficial ownership of the Purchased Object is transferred to the Buyer when it is delivered in accordance with Condition 5, and in the case of Installation, upon the completion of the Installation at the location designated by the Buyer (which process includes acceptance of the Installation work by the Buyer in accordance with the terms of the Contract); and
 - (b) the Seller must transfer all title documents, operating and execution plans and data carriers referring to the Purchased Object, together with all maintenance and operating manuals, to the Buyer's ownership free of charge.
- 9.2 Notwithstanding any provision in these General Conditions of Purchase, for the purposes of insurance purchase or claim (including liability insurance) if required, the Seller shall agree to vary Condition 9.1(a) at the Buyer's request.
- 9.3 On delivery of the Purchased Object, the Seller is obliged to furnish the Buyer with the spare parts which have been ordered and to inform the Buyer about the availability of additional spare parts.

10 Inspection and Testing

The Seller shall before delivery ensure, whether by inspection or testing or otherwise, that the Goods comply with the Contract. Without limiting the obligations of the Seller as aforesaid the Buyer may, with reasonable prior notice to the Seller, during the performance of the Contract enter upon the premises of the Seller solely for the purpose of inspecting and testing the Goods and the materials and the Seller shall afford to the Buyer all reasonable facilities for such inspection and testing.



11 Product Recall

11.1 The Seller shall immediately notify the Buyer in writing providing all relevant details if it discovers that there is:

- (a) any defect in the Goods which have been delivered to the Buyer at any time; or
- (b) any error or omission in the instructions for the use and/or assembly of the Goods,

(whether or not any such defect, error or omission represents a breach of the warranty in Condition 7 or any other Condition) which causes or may cause any risk of death, injury or damage to property.

11.2 The Buyer may at its discretion and at the Seller's cost:

- (a) recall any Goods or any other products into which the Goods have been incorporated already sold by the Buyer to its buyers (whether for a refund, credit or replacement which shall in each case be undertaken by the Seller at the Buyer's option); and/or
- (b) issue any notification, whether in writing or otherwise, to any third party about the manner or use or operation of any Goods or any other products into which the Goods have been incorporated already sold by the Buyer,

in each case on the basis of the identification whether by the Buyer, its buyers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 6.1 above or any other Condition) which the Buyer reasonably concludes affects or may affect any of the Goods supplied in a manner which causes or may cause any risk of death, injury or damage to property.

12 Safety

12.1 The Seller shall ensure correct packaging and labelling of dangerous goods and preparations for both conveyance and use in accordance with all applicable and relevant laws, regulations and standards/codes.

12.2 The Seller shall ensure that each article supplied by it must comply with all applicable laws, regulations, and standards/codes and be so designed and constructed to be safe and without risk to health when properly used.

12.3 The Seller shall supply adequate instructions concerning the use and method of operation of each article it supplies and any conditions which are necessary to ensure that, when put to that use, it will be safe and without risk to health.

12.4 The Seller must inform the Buyer about specific characteristics of the Purchased Object, relevant user experience and maintenance. Such duty to inform shall continue to apply throughout the warranty period set out in Conditions 8.1 and 8.1(b).

12.5 The Seller must perform the Contract in compliance with all requisite safety precautions and all applicable and relevant laws, regulations and codes relating to safety, health and environmental protection. For works carried out on the Buyer's premises, the Seller shall comply with any special safety precautions ordered by the Buyer (which are intended to take into account any existing risks).

12.6 In the case of work carried out at the Buyer's premises, the Buyer shall also have the right to verify compliance with all requisite safety precautions at any time. This right of inspection, or any inspections which may be carried out, shall not imply any co-responsibility on the part of the Buyer with the Seller and shall not release the Seller in any way from its responsibility to comply with all requisite safety precautions.



13 Contractors on Site

All contract work on site is subject to Roche's internal policies / procedures, a copy of which will be made available to the Seller on request. It is the responsibility of the Seller to provide its employees with any personal protective equipment necessary to meet the Buyer's requirements and statutory requirements.

14 Indemnity

14.1 The Seller acknowledges and agrees that the Buyer places particular reliance upon the Contract and in addition to any other remedy available to the Buyer, the Seller irrevocably and unconditionally indemnifies and holds harmless the Buyer, its Affiliates its employees, sub-contractors and agents in full and on demand and keeps them so indemnified from and against all third party claims, demands, actions, proceedings and all direct and indirect loss, damage, liability (including without limitation liability for death or personal injury attributable to the Goods or Services), settlement amounts, costs and expenses whatsoever (including without limitation any legal fees or costs arising out of or in connection with such claims, and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings and costs) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part arising out of or in connection with:

- (a) this Contract;
- (b) the use and/or sale of the Goods or of any product incorporating the Goods;
- (c) the performance of the Services, except where such are due to the gross negligence of the Buyer, its employees or agents;
- (d) the Seller's non-compliance with the relevant laws, regulations and standards/codes in relation to employment, safety, security, health and environmental regulations;

14.2 The Seller shall provide all facilities, assistance and advice required by the Buyer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Seller's performance, or purported performance of, or failure to perform, the Contract.

15 Compliance & Audit Right

15.1 The Seller must respect those human rights that are within its sphere of influence and comply with all laws, codes and regulations applicable to the performance of its obligations under the Contract, including those related to safety, health and environment. The Seller acknowledges that the Buyer, as a member of the Roche group of companies, is committed to the Roche Supplier Code of Conduct ("Code"). The Seller acknowledges that it is a prerequisite for doing business with the Buyer that it complies with the Code which can be found under the link (http://www.roche.com/roche_supplier_code_of_conduct.pdf). The Seller commits to the sustainability principles outlined in the Code and will use diligent efforts to comply with these principles in its business activities related to the Contract. In any case of material-non-compliance, the Buyer reserves the right to audit the Seller upon reasonable prior written notice and at the Buyer's expense with regard to the compliance with the Code, such audit to be conducted in such a way as to minimise the impact of the Seller's operations. Upon the Buyer's written request, the Seller agrees to provide a certification of compliance. The Seller shall also use diligent efforts to require its own suppliers to commit to the sustainability principles outlined in the Code.

15.2 The Seller shall immediately report to the Buyer any material breach of contract. The Seller is hereby made aware that any such breach of contract could lead to a termination of the overall commercial relationship between the Buyer and the Seller.



16 Insurance

The Seller shall, at its own cost, effect, maintain and keep in place with reputable insurers adequate insurance to insure itself against the consequences of any liability which may arise. The Seller shall on the written request of the Buyer from time to time provide the Buyer with reasonable details of the insurance policies maintained in force in accordance with this Condition, and, or the renewal of each policy, the Seller shall send a copy of the premium receipt and/or certificate of currency to the Buyer when requested to do so in writing by the Buyer. The Seller shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

17 Intellectual Property

17.1 To the extent that the Goods and/or Services involve the Buyer acquiring intellectual property rights (and/or licences) from the Seller, the Seller represents and warrants that:

- (a) the intellectual property rights are valid, subsisting and enforceable, and nothing has been done or not been done as a result of which any of them has ceased or might cease to be valid, subsisting or enforceable;
- (b) all intellectual property rights have, where required, been duly recorded or registered;
- (c) all licences have not been the subject of any breach or default by the Seller or of any event which, with the giving of notice or lapse of time, would constitute a default;
- (d) all confidential information (including know-how and trade secrets) owned or used in connection with the Goods and/or Services has been kept confidential and has not been disclosed to third parties (other than parties who have signed written confidentiality undertakings in respect of such information);
- (e) all the requisite approvals, consents and permissions for the Buyer to use the intellectual property rights in respect of the Goods and/or Services have been procured by the Seller;
- (f) no mark, trade name or domain name identical or similar to any such rights has been registered, or is being used by any person, in respect of the same or similar classes of goods and services as the Goods and/or Services to be acquired by the Buyer under this Contract; and
- (g) there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of such rights.

17.2 The Seller shall indemnify the Buyer and shall keep the Buyer indemnified from and against all claims, loss, damage or expense brought, made or suffered by or against the Buyer by reason of any or any alleged infringement by the Goods and Services or the sale of the Goods or use or incorporation in other Goods or by other items created and/or delivered by the Seller or by the Seller in its performance of services, of any letters patent, design rights, registered design rights, trade mark, copyright or other rights in Singapore or elsewhere.

17.3 In the event that any documents and/or materials are produced or provided by the Seller in the course of providing Goods or Services, the Seller agrees that such documents and materials shall be owned by the Buyer, and the Seller hereby assigns all of its rights, title and interest in such documents and materials to the Buyer. The Seller shall perform all necessary acts to give effect to these General Conditions of Purchase.



17.4 All plans, drawings, specifications and patterns or other documents and materials relating to the Goods and Services, which are delivered by the Buyer to the Seller, shall remain the property of the Buyer and forthwith upon the completion of the General Conditions of Purchase or upon request by the Buyer shall be returned to the Buyer. No such plans, drawings, specifications, or pattern or document or material shall be shown nor its contents disclosed to any other person without written agreement of the Buyer.

17.5 All copyrights which are created in connection with the performance of the Contract shall be transferred to the Buyer, insofar as they can be transferred.

17.6 All inventions which the Seller makes pursuant to the performance of the Contract shall belong to the Buyer, regardless of their patentability, without any additional compensation being due from the Buyer in respect thereof.

18 Not In Use

19 Confidentiality

19.1 It is a condition of the purchase of the Goods and/or Services that the Seller shall not, without the written consent of the Buyer, issue or publish any statement in writing indicating that the Seller has supplied Goods and/or Services to the Buyer or is a supplier to the Buyer, whether regularly or intermittently or otherwise of the Goods or Services or any other goods or services but without prejudice to the Buyer's rights with respect to the supply of Goods or Services whether under the General Conditions of Purchase or by virtue of a course of dealing with respect to the Goods or Services or similar goods.

19.2 The Seller shall keep and procure that its employees, agents and sub-contractors keep secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same, save for the purposes of the proper performance of the Contract or with the prior written consent of the Buyer.

19.3 The obligations of confidentiality in this Condition 19 shall not extend to any information which the Seller can show is in, or has become part of, the public domain other than as a result of the breach of the obligations or confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

19.4 The obligation of confidence shall continue to remain in existence even after the performance of the Contract.

19.5 Any publication or announcement to publishers such as news press, radio or television with respect to work for or with the Buyer requires the prior written consent of the Buyer.

20 Sub-Contracting, Assignment and Rights of Third Parties

20.1 Claims, rights and obligations arising from the Purchase Order, Contract and/or these General Conditions of Purchase cannot be transferred or assigned to third parties without the prior written consent of the Buyer.

20.2 The Contract and the General Conditions of Purchase shall be performed by the Seller and not by way of sub-contract to any other company, firm or person without the prior consent in writing of the Buyer.

20.3 The Seller is only permitted to engage sub-contractors for the purpose of performing the Contract with the written consent of the Buyer, who may, in its absolute discretion require specified sub-contractors to be engaged or excluded.



- 20.4 The Seller shall be liable for the acts and defaults of the sub-contractors (including sub-contractors nominated by the Seller) to the same extent as if the acts and/or defaults were that of the Seller. All terms and provisions of the Contract safeguarding the Buyer's interests shall be incorporated into the sub-contract between the Seller and the sub-contractor.
- 20.5 Copies in duplicate of any sub-contract made in accordance with the Contract and the General Conditions of Purchase, with the omission only of any price stated therein, shall be delivered to the Buyer and no such sub-contract shall in any way limit or otherwise affect the obligations of the Seller under the Contract or the General Conditions of Purchase. The Seller may not assign the Contract and the General Conditions of Purchase or any sub-contract made thereunder or any of their benefits to any third party without the written consent of the Buyer.
- 20.6 A person who is not a party to these Conditions may not enforce any of its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore.

21 Termination

- 21.1 Without prejudice to any of its other rights under the General Conditions of Purchase, the Buyer may by notice in writing to the Seller terminate the Contract forthwith if:
- (a) in the Buyer's opinion, the Seller or a sub-contractor is reasonably likely to commit, or has committed, a material breach of the Contract;
 - (b) the Seller or a sub-contractor ceases or threatens to cease to carry on business or permits any judgement against it to remain unsatisfied for 7 days;
 - (c) there is a change in control of the Seller or a sub-contractor;
 - (d) being a company the Seller or a sub-contractor has a petition presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for its winding up, deregistration, dissolution, liquidation or the making of an administration order (otherwise than for the purposes of a bona fide amalgamation or reconstruction) or compounds, compromises, assigns, proposes a voluntary arrangement or enters into an arrangement (including a scheme of arrangement or deed of company arrangement) for the benefit of, all or any class of the person's creditors or members or a moratorium involving them, or if it shall become insolvent, or if a trustee receiver, administrative receiver, liquidator or similar officer is appointed in respect of all or any part of its business or assets;
 - (e) the Seller or a sub-contractor suffers or undergoes any procedure analogous to any of those specified in Condition 21.1(d) above or any other procedure available in the country in which the Seller is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor; or
 - (f) being an individual the Seller or sub-contractor dies, is unable to pay its debts when they become due and payable, or becomes bankrupt or insolvent, or enters into any arrangement with creditors or takes or suffers any similar action in consequence of debts.
- 21.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 21.3 Upon termination of the Contract for any reason whatsoever:
- (a) (subject to Condition 21.2 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 21.3;



- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect. For the avoidance of doubt, this shall include Conditions 7 (Warranties), 8 (Claims Arising from Defects), 11 (Product Recall), 14 (Indemnity), 17 (Intellectual Property), 19 (Confidentiality), 22 (Data Protection) and 28 (Data Protection); and
- (c) except as contractually agreed otherwise, the Seller shall immediately return to the Buyer (or if the Buyer so requests by notice in writing, destroy) all of the Buyer's property in its possession at the date of termination including all equipment belonging to the Buyer; all articles, documents, materials or information that the Seller has created in connection with the performance of the Contract; and all confidential information (which may include but shall not be limited to plans, drawings, specifications and patterns), together with all copies of such confidential information, and shall certify that it has done so, and make no further use of such equipment, articles, documents, materials, and information belonging to the Buyer.

22 Data Protection

22.1 The Seller shall:

- (a) comply at all times with the Personal Data Protection Act 2012 (No. 26 of 2012) and all applicable data protection and privacy laws, regulations, guidelines and standards as may be in force from time to time in any place which apply to the collection, storage, use and disclosure of any personal data, as if it were regulated by those laws;
- (b) have appropriate technical and organisational measures in place to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, including but not limited to installing necessary IT security tools, granting access rights on a need-to-know basis, regularly conducting security scans, penetration testing and other necessary IT checks;
- (c) process the personal data only to the extent, and in such a manner, as is necessary for the purposes of this Contract and in accordance with the Buyer's instructions from time to time and shall not process the personal data for any other purpose. The Seller will keep a record of any processing of personal data it carries out on behalf of the Buyer;
- (d) not transfer or disclose the personal data to any subcontractor or third party or a country outside Singapore without the prior written consent of the Buyer;
- (e) immediately notify the Buyer if at any time there are reasonable grounds to suspect or believe a data security breach has occurred in respect of any personal data and such notice of any known or suspected data breach shall summarise in reasonable detail the impact on personal data, and the corrective action taken or to be taken by the Seller;
- (f) promptly inform the Buyer if any personal data belonging to the Buyer is lost or destroyed or becomes damaged, corrupted, or unusable. The Seller will restore such personal data at its own expense;
- (g) upon termination of this Contract, make sure that all personal data under this Contract shall be returned, destroyed, deleted or otherwise disposed promptly in accordance with the Buyer's instructions;
- (h) not do any act, or engage in any practice, in respect of the personal data that will cause the Buyer to breach any applicable laws and regulations;
- (i) promptly comply with any request from the Buyer requiring the Seller to amend, transfer or delete the personal data;
- (j) provide, at the Buyer's request, a copy of all personal data held by it and related to the Buyer in the format and on the media reasonably specified by the Buyer; and



- (k) upon the Buyer's written request, provide the Buyer access to its personal data processing facilities, personal data files and documentation. If the Buyer proposes any additional actions to comply with any applicable law, the Seller shall fully cooperate with the Buyer to achieve such compliance; and
- (l) upon the Buyer's written request, enter into separate data processing agreement with the Buyer in respect of the Seller's Services, where such Services involve the processing of personal data.

22.2 In the event of an enquiry or claim brought by an individual or any investigation conducted by any government authority concerning the processing of the personal data against either or both of the parties, the parties shall inform each other about any such enquiry, claim or investigation and collaborate to respond to the individual or the government authority.

22.3 The Seller agrees to indemnify and keep indemnified and defend at its own expense the Buyer against all costs, claims, damages or expenses incurred by the Buyer or for which the Buyer may become liable due to any failure by the Seller or its employees or agents to comply with any of its obligations under this Condition 22.

23 Enforceability

If any clause or condition of the Contract is held to be or becomes void, invalid, unlawful or unenforceable for any reason whatsoever, the same shall be deemed omitted from the Contract and such decision shall not affect the validity or enforceability of the remaining provisions of the Contract.

24 Waiver

No waiver of any right under, or breach of, these General Conditions of Purchase or any provision of the Contract will operate as a continuing waiver or waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these General Conditions of Purchase shall be in writing.

25 Notices

Any notice or other document required to be served on the Seller shall be delivered by hand or posted by first class post to the Seller at its registered office being a company or last known place of business or other address being an individual or a firm and any notice or other document required to be served on the Buyer shall, in the case of an invoice or statement, be delivered by hand or posted by first class post to the Buyer's Accounts Department whose details are set out above at Condition 0 and in any other case to the Buyer's Procurement Department as indicated on the Purchase Order.

26 Variation

No purported alteration or variation of any provision of the Contract or these General Conditions of Purchase shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.



27 Force Majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"). In such circumstances, the affected party shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. Thereafter, the affected party shall be entitled to a reasonable extension of the time for performing such obligations affected by the Force Majeure Event. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this Contract with immediate effect by giving written notice to the affected party.

28 Applicable Law

- 28.1 If a dispute or claim arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute"), then the parties shall follow the procedure set out in this Condition:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, parties shall attempt in good faith to resolve the Dispute amicably;
 - (b) if parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, or such longer timeline as may be agreed between the parties, the Dispute shall be finally resolved by the courts of Singapore in accordance with this Condition 28.
- 28.2 This Contract and any Dispute arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Singapore. Nothing in these General Conditions of Purchase shall prejudice any condition or warranty (expressed or implied) or right or remedy to which the Buyer is entitled in relation to the material or Goods or Services ordered by virtue of statute or common law.
- 28.3 The parties irrevocably submit all Disputes to the exclusive jurisdiction of the courts of Singapore.