Please refer to Schedule 1 & 2 for details.

II.

Fees and Payments

The fee covering the Services for \_\_\_\_\_\_\_\_\_\_\_\_\_ months commencing on the date stated above shall be S$\_\_\_\_\_\_\_\_\_\_\_\_ (the “Fee”) and

excludes any applicable goods and services tax (“GST”) or other government charge or duty (including where applicable, withholding taxes) from

time to time prescribed by law.

\* A. The Fee is payable in advance, and shall be paid in instalments of S$\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

[

] Monthly

[

] Quarterly

[

] Half-yearly

B.

**WHEREAS**

A.

Siemens offers to provide services to maintain the Customer’s equipment/product, subject to the terms and conditions of this Agreement and its

Schedules and the Siemens General Conditions of Service and Maintenance, a copy of which is annexed hereto.

The Customer accepts the offer on the terms and conditions specified above.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

I.

Scope of Services

**List of Schedules**

Schedule 1 – Equipment List

Schedule 2 – Scope of Services

Schedule 3 – Specific Terms and Conditions

SIEMENS PTE LTD (RC No. 199605166D)

provided that such option is exercised at least one (1) month before the date of expiry of this Agreement, and is accepted by Siemens.

Revised

Version 01/07/2011

(EFFECTIVE FROM 01/07/2011)

(\* Delete as applicable)

[

] Yearly

OR

\* B. The Fee shall be paid in instalments of S$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, upon provision of Services under this Agreement.

III.

Validity of Agreement & Option to Renew

This Agreement shall commence on the date stated above and shall be in force for a term of \_\_\_\_\_\_\_\_\_\_\_ months (the “Term”). The Customer

shall have the option to renew this Agreement for further periods of one (1) year subject to Parties’ agreement on any revisions to the Fee, and

Agreement Number:

Agreement Commencement Date:



**Service & Maintenance Agreement**

Partner Code (where applicable):

Customer’s Name & Address

Siemens Pte Ltd

Siemens’ Representative Contact Number:

60 MacPherson Road

Singapore 348615

hereinafter referred to as “**Siemens**”

Customer’s Representative Contact Name:

hereinafter referred to as “**Customer**”

Customer’s Representative Contact Number:

Siemens’ Representative Contact Name:

SIEMENS PTE LTD (RC No. 199605166D)

Name:

Designation:

Date:

2

Revised

Version 01/07/2011

(EFFECTIVE FROM 01/07/2011)

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed.

**For and on Behalf of Siemens Pte Ltd:**

**For and on Behalf of**

**:**

Name:

Name:

Designation:

Designation:

Date:

Date:

SIEMENS PTE LTD (RC No. 199605166D)

**Schedule 3**

Specific Terms and Conditions

3

Revised

Version 01/07/2011

(EFFECTIVE FROM 01/07/2011)

**Schedule 1**

Equipment List

**Schedule 2**

Scope of Services

transaction entered into prior to completion of the Agreement (so far as

The upgrading of or retrofitting of improvements or major modification to

k)

to that provision or regulation as amended, re-enacted or extended at the

otherwise supplied, unless otherwise provided in Schedule 2.

liability thereunder may exist or can arise) shall be construed as a reference

The cost of any Equipment or part whether spare part, consumable or

j)

relevant time and shall include also any past statutory provision or regulation

Work performed outside Siemens' Service Time.

i)

such modification or re-enactment applies or is capable of applying to any

carried on within or outside Singapore.

enacted, whether before, on or after the date of the Agreement, so far as

Transportation charges, whether for air, sea or land transport for Services

h)

1.3

The headings in these Conditions are for convenience only and shall be

in clause 4.1 or any other services requested by the Customer, at the relevant

4.2

Siemens may at the Customer’s option provide any of the services referred to

regulation has directly or indirectly replaced.

regulations made in pursuance thereof as from time to time modified or re-

or

such provision

re-enacted) which

or

modified

to time

from time

(as

the Equipment.

circumstances

or

Furnishing

g)

Agreement.

reasonable control.

“Term” means the duration of the Agreement as set out in Section III of the

Siemens’

beyond

supplying

any

by

caused

damage

of

Repair

f)

the Equipment by a person other than Siemens.

consumables

Equipment unless otherwise provided in Schedule 2.

1.2

Any reference in these Conditions to any provision of a statute and any

the

with

associated

items

or

Additional Charge. Siemens shall inform the Customer of the associated

parts,

spare

supplies,

attachments,

accessories,

of

maintenance

representative,

5.3

The Customer shall provide on request a suitably qualified or informed

This Agreement; and

1.5.3

agent

the Site to enable work to be carried out.

reference to this Clause 1.5;

provided a safe and secure work environment at all times while they are on

Siemens’ quotation and documents (if any) incorporated by express

1.5.2

5.2

The Customer will ensure that Siemens’ personnel or representatives are

(EFFECTIVE FROM 01/07/2011)

Revised Version

SIEMENS PTE LTD (RC No. 199605166D)

when providing the Services or to render such assistance or to give such

These Conditions.

1.5.4

Siemens' personnel

or employee to accompany

Siemens shall provide the Services to Customer in accordance with this

5.1

The Customer shall undertake to release all Equipment which is being

**Customer’s Responsibilities**

**5**

"written" and "in writing" include any means of visible reproduction.

1.5

include the plural and vice-versa where the context requires. The words

payable by the Customer according to clause 7.2.

1.4

Words (including words defined in the Agreement) importing the singular also

writing before the services are performed. The Additional Charge shall be

Additional Charge, and the Customer shall accept the Additional Charge in

ignored in construing these Conditions and shall not affect their interpretation.

with an express reference to this Clause 1.5;

time.

that any of the provisions in these Conditions should be superseded

access conforms to any specifications issued by Siemens from time to

Any written agreement between the Parties where the Parties agree

1.5.1

of providing the Services. The Customer shall also ensure that such

Agreement including its successors, agents and assigns.

and safe access to the Equipment at all reasonable times for the purpose

shall apply:

Alternatively, the Customer shall ensure that Siemens’ personnel have full

other documents forming part of the Agreement, the following order or priority

in order for Siemens to perform the Services.

to do so by Siemens

Agreement. In the event of any inconsistency between these Conditions and

maintained by Siemens from all operational demands when so requested

the

3.1.

such

undertake

discretion

their

at

shall

Siemens

Term,

During

**Modification, Changes and Enhancements**

spare parts and goods.

**3**

prevailing rates for such services including without limitation, the supply of

services outside the scope of the Services in accordance with Siemens'

means these General Conditions of Service & Maintenance

or

change

modification,

such

any

undertaking

before

will

Siemens

otherwise agreed between the Parties.

"Conditions"

necessary and/or to prevent or minimise damage to the Equipment.

includes these Conditions.

any practice, procedure or measure, which is deemed by Siemens to be

Schedules) for the Services entered into by Siemens and the Customer, and

modifications, changes or enhancements to the Equipment and/or implement

"Agreement" means the Service & Maintenance Agreement (including its

The Services shall be performed within the Service Time, which shall be

5.30

and

a.m.

8.30

between

and expression shall have the

In these Conditions, the following words

1.1

p.m.,

**Definition and Interpretation**

**Service Time**

**1**

**2**

in

"Additional Charge" means a charge payable by the Customer for additional

corrective maintenance services shall be as set out in Schedule 2 or as

for

times

Response

2.

Schedule

3.2.

agreed

otherwise

unless

excluded

following meanings except where the context otherwise requires:

Holidays

Public

to Fridays,

Mondays

Repair

or

additions

alterations,

changes,

from

arising

damage

of

the Equipment detailed in Schedule 2 and as defined in these Conditions.

b)

"Services" means the maintenance and other services provided in respect of

the control or direction or authority of the Customer.

contractors or invitees or any person whether or not that person is under

"Party" means the Customer or Siemens, and "Parties" means both of them.

improper operation or omission of the Customer or its servants, agents,

Repair of damage caused by the operation of the Equipment other than in

Repair of damage arising from the re-installation, moving or removing of

e)

"Siemens" means the Siemens company named on the cover page of the

the direction, instruction or recommendations of Siemens or its personnel.

accordance with the specifications or otherwise than in accordance with

"Site" means the premises where the Services are provided.

misuse,

d)

power, air-conditioning, humidity control or any environmental factor.

"Service Time" means the period set out in Clause 2 herein.

Repair of damage caused by incorrect power supply, failure of electrical

c)

modifications of the Equipment by a person other than Siemens.

enhancement.

Additional Charge for such modification, change or enhancement according

cover page of the Agreement.

any

pay

shall

Customer

The

to Clause 7.2.

or

change

modification,

"Customer" means the person or persons, firm or company named on the

Siemens deems necessary, the need and cost (where applicable) of such

enhancement etc as mentioned in 3.1 above, explain to the Customer, if

which are incorporated into and form part of the Agreement.

4.1

neglect,

fault,

error,

arising from the act,

damage

Repair of

a)

Agreement.

**SIEMENS General Conditions of Service and Maintenance**

The Services do not include:-

"Fee" means the fee payable for the Services as specified in Section II of the

**Exclusions & Additional Services**

**4**

"Equipment" means the equipment listed in Schedule 1.

performed or preparations are being made for the Services to be performed.

maintenance of the Equipment other than day to day maintenance and the

reasonable times, including all periods during which the Services are being

or attempt to carry out modifications to, repair of, experiments on, or

9.2

The Customer shall permit Siemens to have access to such records at all

5.8

During the continuance of this Agreement, the Customer shall not carry out

Customer shall not permit any other person except Siemens’ personnel or

the Equipment as may be directed bySiemens from time to time.

adjustments designed for operational use.

9.1

The Customer shall keep such records relating to the use and performance of

including but not restricted to normal cleaning procedures, checks and

**Customer Records & Service Reports**

**9**

Siemens

(whether in hard

course of performing the Services under this Agreement will, as between the

**Replacement and Spare Parts**

**6**

electronic form) which Siemens creates or supplies to the Customer in the

10.1

or

copy

and/or

in all materials

rights

intellectual property

All

first been obtained from Siemens.

**Intellectual Property Rights & Confidentiality**

**10**

representatives to carry out such work unless prior written approval has

shall

Siemens

in general shall be at the Customer’s sole cost and expense.

**Maintenance Equipment**

5.6

**8**

All such assistance to be provided by the Customer under this Clause 5 or

provide

Services after the execution of the Agreement.

the Customer.

and/or

Equipment

the

affecting

or

to

applicable

standards

5.7

manufacturer

the

by

supplied

Manuals

Operator’s

perform normal day to day maintenance on the Equipment as per the

Service unless otherwise agreed.

In the case of Services for which an Additional Charge is payable by the

Nothing in this Agreement shall relieve the Customer from its obligations to

diagnostic apparatus which Siemens requires in order to carry out the

and

testing

equipment,

tools,

necessary

the

all

10.5

The Customer may only disclose such details to those of its employees by

where such failure or delay is the direct or indirect result of the failure of the

6.4

Siemens will not be liable for any failure or delay in providing the Services

Siemens.

enable the Equipment to be used in a manner reasonably contemplated by

provision of effective Services.

10.4

The Customer may only make use of such details to the extent necessary to

for the

necessary

considers

Siemens

as

parts

spare

Site such

(EFFECTIVE FROM 01/07/2011)

Revised Version

the

SIEMENS PTE LTD (RC No. 199605166D)

reasonably contemplated by Siemens.

to be used in a manner

required to enable the Equipment

is

whom it

Customer to comply with clause 6.3.

and design of the replacement parts and spare parts for the Equipment and

limited

not

but

including,

Equipment

the

with

associated

items

damage to or loss of replacement spare parts shall pass to the Customer as

to,

Charge. Unless otherwise agreed in writing between the Parties, risk of

10.2

The Customer acknowledges the confidential nature of, and the technology

parts shall pass to the Customer only upon full payment of the Additional

customer for replacement of spare parts, title in such replacement or spare

Parties, be owned by Siemens.

6.1

10.3

at

6.3

Siemens may from time to time require the Customer to purchase and store

procedure or items to a third party.

cause to be copied or disclosed any details of such technology, design,

parts will pass to Siemens upon removal from the Equipment.

engineering

The Customer shall not, without Siemens' prior consent in writing, copy or

recommendation or direction of Siemens or otherwise, title in the replaced

6.2

Where parts of the Equipment have been replaced by or upon the instruction,

information.

documentation, forms, trade marks, instructions, operating manuals and other

soon as they are delivered to the Customer’s designated premises.

other

or

Services

further

any

suspend

or

Agreement

the

terminate

a.

Main and auxiliary electrical power necessary for the operation of all

c.

entitled to:

Lighting for all work areas;

b.

prejudice to any other right or remedy available to Siemens, Siemens shall be

Adequate telephone/communications facilities;

a.

removal of fuses or other means to the reasonable satisfaction of

suitable locations;

relation to the Agreement or any other contract or agreement between the

240 volt, 50 cycle single phase at 3 pin general purpose outlets at

d.

at its sole discretion, apply any monies received from the Customer in

b.

Siemens;

Customer for any losses so caused);

obligations to the Customer under the Agreement (without being liable to

switches,

isolating

by

either

isolated

being

of

capable

equipment,

**7**

Section II of the Agreement.

by Siemens as necessary for the provision of the Services. Where the

7.1

5.4

The Customer shall pay all Fees at the rate and in the manner specified

The Customer shall supply auxiliary facilities and services when requested

**Payment, Charges and Fees, etc.**

Customer does not provide the auxiliary facilities and services, Siemens

effectively.

to the Site and the Equipment and otherwise to perform the Services

by the provisions contained in this Agreement.

6.5

advice as will enable Siemens' personnel to exercise unrestricted access

Save as aforesaid, the property of and risk in the Equipment is not affected

7.2

7.3

If the Customer fails to make full payment on the due date, then without

The auxiliary facilities and services shall include without limitation:-

failed to remedy the non-compliance within the time specified in the notice.

Siemens' invoice.

Customer written notice of the non-compliance and the Customer has

wherever and howsoever incurred within thirty (30) days from the date of

full reimbursement from the Customer provided Siemens has given the

Customer and Siemens, including but not limited to deposits or security

cost

any

and

all Additional Charges

the Fee,

shall pay

Customer

The

shall be entitled to procure such auxiliary facilities and services and seek

Siemens.

interruption.

without

and

forthwith

out

carried

be

to

Services

The

the

enable

will

opinion,

reasonable

Siemens’

in

which,

information

in

in any drawings, specification or other information supplied or approved by

or

law

in

changes

of

event

the

in

writing)

5.5

agreed

mutually

be

(to

the scope of the Services arising from any discrepancy, error or omission

7.5

Siemens shall be entitled to adjustment of the Fees and Additional Charges

Customer shall be responsible for and bear the cost of any modification to

f.

adequate

with

Site

the

to

adjacent

or

on

rooms

Suitable

air-

charge the Customer interest on the amount unpaid on a daily basis at the

c.

equipment, materials and tools;

payments, towards the payment of the relevant invoice; and/or

machinery,

lockable storage space for the storage of

Suitable dry

e.

water, gas etc.

otherwise reduce any payments due to Siemens unless agreed in writing by

The Customer shall upon Siemens’ request furnish to Siemens sufficient

7.4

against or

off

be entitled to withhold from, set

The Customer shall not

**SIEMENS General Conditions of Service and Maintenance**

payment in full is received by Siemens.

Lifting machinery or devices, timber, planking, strutting, cement, fuels,

g.

and the Oversea-Chinese Banking Corporation, from the due date until

use of Siemens’ personnel or representatives; and/or

Rate of the Development Bank of Singapore, the United Overseas Bank

conditioning, lighting, washing, toilet and drinking water facilities for the

rate of one per cent (1%) per annum above the average Prime Lending

the Customer is in breach of the Agreement; or

b.

implied,

express,

whether

representations

or

undertakings

warranties,

11.2

the Customer makes any voluntary arrangement with its creditors or

a.

conditions,

terms,

all

Agreement,

this

in

provided

expressly

as

assignment or arrangement for the benefit of its creditors or have a

an encumbrancer takes possession of, or a receiver is appointed over,

c.

contractual claims from third parties or any indirect, incidental, special or

under a judicial management order; or

loss of interest, loss of power, cost of purchased or replacement power,

made to court for the appointment of a judicial manager or be placed

data, loss from any third party contracts, loss due to business interruption,

receiver or manager appointed over its affairs or have an application

of replacement, loss of goodwill, loss of reputation, loss of information or

Except

loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs

winding-up or shall otherwise become insolvent or make such proposal,

anticipated), loss of use, loss of production (including loss of hydrocarbons),

or reconstruction) or has an order made or resolution passed for such

not be under any liability to the Customer for any loss of profit (actual or

goes into liquidation (otherwise than for the purposes of amalgamation

are excluded. Without limiting the generality of the foregoing, Siemens shall

(being an individual or firm) becomes bankrupt or (being a company)

statutory or otherwise relating in any way to the Services or to this Agreement

personnel

effectively indemnified against any loss of or damage to any property or injury

14.1

11.1

In addition to Siemens’ right to terminate the Agreement under Clause 7.3,

and

fully

agents

and

Siemens shall be entitled to (i) terminate the Agreement or suspend any

its

Siemens,

keep

Customer shall

The

**Termination and/or Suspension of Services**

**Liability of Parties**

**14**

notwithstanding

event that:

against the assessed loss and damages, if any, suffered by Siemens, in the

omission of the Customer, its employees, agents or servants.

or monies paid by the Customer and apply the said security or monies

performing its obligations under this Agreement by reason of any act or

agreement or arrangement to the contrary, and (iii) retain any security given

incurred by Siemens as a result of Siemens being prevented or delayed from

previous

any

consequential losses

payable

and

due

immediately

become

shall pay to Siemens all reasonable costs, charges and losses sustained or

and (ii) demand that the Fee, Additional Charges or balance thereof shall

of this Agreement by the Customer, its employees, agents or servants, and

further Services under the Agreement without any liability to the Customer,

to or death of any person caused by any negligent act or omission or breach

14.2

manner at all times;

The rights and remedies granted to Siemens pursuant to the Agreement are

a.

it will provide the Services in a proper, workmanlike and professional

12.1

Siemens warrants that:

from any existing obligation accrued due on or prior to the date of termination.

14.3

**Warranties**

Termination of the Agreement by Siemens shall not discharge the Customer

**12**

Customer accordingly.

Siemens’ sub-contractors.

above is about to occur in relation to the Customer and notifies the

11.3 shall apply to the benefit of Siemens’ personnel, Siemens’ affiliates and

(EFFECTIVE FROM 01/07/2011)

Revised Version

SIEMENS PTE LTD (RC No. 199605166D)

the performance of the Services;

available at law or in equity.

b.

it will exercise the reasonable standards of skill, care and diligence in

in addition to, and shall not limit or affect, any other rights or remedies

there is a change in control of the Customer which in the reasonable

other

any

Notwithstanding

ability to direct the affairs of another whether by virtue of Agreement,

the Customer. (For the purpose of this sub-clause, “control” means the

contractors..

opinion of Siemens adversely affects the position, rights or interests of

the benefit of Siemens’ personnel, Siemens’ affiliates and Siemens’ sub-

provision

e.

upon contract, tort, or any other legal theory. This Clause 11.2 shall apply to

the Customer ceases, or threatens to cease, to carry on business; or

d.

performance or non-performance under this Agreement and whether based

any of the property or assets of the Customer; or

or in connection with its

damages arising from

or

in the reasonable opinion of Siemens, there occurs a material change in

any of the events mentioned

Siemens reasonably apprehends that

g.

payable under this Agreement during the preceding one (1) year. This Clause

Customer’s ability to perform its obligations under the Agreement; or

Term of this Agreement shall not exceed in the aggregate, 10% of the Fee

the Customer which is likely to affect the

the financial position of

negligence or strict liability) or any other legal or equitable theory during the

**11**

f.

cumulative liability for any act or omission, whether in contract, tort (including

11.3

ownership of shares, or otherwise howsoever); or

total

Siemens’

Agreement

this

of

to indemnify

any

by reason of

the Agreement

howsoever caused.

Siemens shall not be liable to the Customer or be deemed to be in breach of

13.1

against all claims brought by any party for loss or damage to such information

**Force Majeure**

Siemens

delay

undertakes

Customer

The

information.

classified

**13**

10.8

The Customer is responsible for the security of its proprietary and other

to pre-existing intellectual property rights owned by the other Party, Siemens’

regulations

export

or

import

blockades,

insurrection,

authorities, hostilities between nations, war, riot, civil commotions, civil war,

supplier or a third party.

Siemens such as, but not limited to any act of God, act of government or any

majeure shall mean any unforeseen event beyond the reasonable control of

Agreement assigns, transfers or grants a licence to a Party over or in relation

10.9

failure was due to force majeure. For the purposes of this clause, force

Other than as specifically provided for in this Agreement, nothing in this

perform, any of Siemens’ obligations in relation to the Services, if the delay or

any failure to

in performing, or

c.

directly

arising

rights

other

or

designs

to provide the Services; and

10.6

or

patents,

inventions,

discoveries,

any

that

acknowledges

Customer

The

it will retain a sufficient number of personnel with the expertise required

provide the Services.

to the Equipment as specified in any sale and purchase agreement.

12.2

of this Agreement.

The above warranties shall not replace or supersede the warranty applicable

10.7

The Customer's obligations under this clause 10 shall survive the termination

or

d.

performance of this Agreement are the property of Siemens.

its personnel possess the required skills and experience required to

the

in

or

of

out

indirectly

techniques), except: (i) with the prior written permission of the Party to whom

court

a

to

pursuant

Siemens, Siemens shall incur no liability for such delay.

such information belongs; (ii) as required by applicable law or regulation or

negligence of

or gross

beyond the control and without the fault

and is

order

perform the Agreement is caused by the delay of a subcontractor of Siemens,

programming

computer

or

information

process

and

business

know-how,

warnings due to any such events. If any delay in performing, or any failure to

If such delay or failure continues for at least one (1) month, the other party

already rendered and costs and expenses incurred prior to termination.

recipient.

the Customer shall pay Siemens a reasonable sum in relation to Services

of the

the recipient, or is already in the public domain through no fault

may terminate this Agreement immediately with written notice. In such event,

known to, or obtained by independent means, or independently developed, by

cost,

13.2

regulatory body or stock exchange; or (iii) where the information is already

or

authority

government

any

of

direction

or

this

to

pursuant

disclosed

or

arising

information

hurricane or other exceptional weather conditions or natural disaster, acts of

disclose to third parties, any confidential or proprietary

advisors do not,

Agreement

10.10

flooding,

explosion,

fires,

earthquake,

emergency,

national

rainstorms,

Each Party agrees not to, and shall ensure that its employees, agents and

embargoes,

as

performance,

operating,

sales,

marketing,

development,

technical,

travel

or

restrictions

travel

**SIEMENS General Conditions of Service and Maintenance**

well

as

epidemics,

diseases,

infectious

limitation

information not generally known to the public, such as without

strikes, shortages in material or supply,

terrorism, accidents, sabotages,

(including

such transfer, by brokering of contracts concerning those Equipment

changed unless agreed in writing by properly authorised representatives of

Union, by the United States of America and/ or by the United Nations by

This Agreement is the entire agreement between the Parties and may not be

16.7

There will be no infringement of an embargo imposed by the European

(i)

both Parties.

appropriate measures that:

expressly provided.

to a third party, the Customer shall in particular check and guarantee by

No terms shall survive the expiry or termination of the Agreement unless

16.6

15.5 Prior to any transfer of the Equipment and/or Services provided by Siemens

resources

relationship of partnership, employment, joint venture or agency between

embargos; and

contractor and nothing in this Agreement shall be construed as creating any

limitations of domestic business and prohibitions of by-passing those

16.8 The relationship between Siemens and the Customer is one of independent

connection with those Equipment and/or Services, also considering the

in

economic

other

of

provision

by

or

Services

and/or

Conditions

provision shall be construed, limited or if necessary, severed to the extent

a third party, the Customer shall comply with all applicable national and

competent authority to be invalid or unenforceable in whole or in part such

performed by Siemens or Services (including all kinds of technical support) to

any

held by

is

international (re-) export control regulations. In any event of such transfer of

or these

Agreement

the

provision of

any

If

16.5

or

and

full force and effect.

Union and of the United States of America.

remainder of the provision in question shall not be affected but shall remain in

control regulations of the Federal Republic of Germany, of the European

the

and

Conditions

these

(ii)

Agreement

the

of

provisions

other

the

Equipment and/or Services, the Customer shall comply with the (re-) export

necessary to eliminate such invalidity or unenforceability and the validity of

15.7 The Customer shall indemnify and hold harmless Siemens from and against

resolve the dispute.

expenses resulting thereof.

management of each Party who will meet in good faith in order to try and

Customer, and the Customer shall compensate Siemens for all losses and

between representatives of the Parties, the dispute shall be referred to the

relating to any noncompliance with export control regulations by the

any such dispute cannot be settled amicably through ordinary negotiations

any claim, proceeding, action, fine, loss, cost and damages arising out of or

dispute that may arise out of or relate to this Agreement or any breach of it. If

The Parties will use their best efforts to negotiate in good faith and settle any

17.2

of April 11, 1980 shall be excluded.

provided by Siemens, as well as any export control restrictions existing.

United Nations Convention on Contracts for the International Sale of Goods

(EFFECTIVE FROM 01/07/2011)

Revised Version

destination and the particular intended use of the Equipment and/or Services

SIEMENS PTE LTD (RC No. 199605166D)

**General**

**16**

16.9 Save for the Siemens group of companies, the Parties do not intend that any

person who is not a party to the Agreement.

Union and the United States of America concerning the trading with

(Rights of Third Parties) Act (Chapter 53B of Singapore) or otherwise, by any

The regulations of all applicable Sanctioned Party Lists of the European

(iii)

term of the Agreement should be enforceable, by virtue of the Contracts

authorization is provided;

entities, persons and organizations listed therein are considered.

required

unless

such use is subject to prohibition or authorization,

with armaments, nuclear technology or weapons, if and to the extent

Siemens and the Customer.

Such Equipment and/or Services are not intended for use in connection

(including

construed in accordance with the laws of Singapore. The application of the

with all information pertaining to the particular end customer, the particular

and

by

governed

shall be

Conditions)

these

delivered

17.1 The Agreement

the Customer, upon request by SIemens, shall promptly provide Siemens

**Applicable Law and Dispute Resolution**

**17.**

15.6 If required to enable authorities or Siemens to conduct export control checks,

permit

granted to the Siemens at the required time;

be void. Siemens may sub-contract the performance of this Agreement or

governmental or other regulatory authority, such permit or license being

authorised representatives. Any attempted delegation or assignment shall

any

from

license

or

any

any

have

to

required

is

Siemens

If

(ii)

such

the

on

impediments

by

prevented

be

shall not

performance

its

(iii)

Customer.

of the

obtaining the prior consent

without

Agreement

of this

part

company

(i)

exercise any of its rights hereunder by itself or through any other member of

following:

(“SAG”), and accordingly Siemens may perform any of its obligations or

15.1 The fulfilment of the Agreement on Siemens’ part is conditional upon the

Aktiengesellschaft

Siemens

is

all necessary export licenses, permits, licenses and other permissions

holding

whose

companies”)

**Export Controls**

16.1 Siemens is a member of the group of companies (“the Siemens group of

**15**

consent

by

signed

be

to

consent

such

Siemens,

of

written

prior

not assign any of its rights or obligations under the Agreement without the

destination and intended use of the Equipment and/or Services;

shall be deemed to be the act or omission of Siemens. The Customer shall

being obtained by the Customer from the relevant authorities for the

this group, provided that any act or omission of any such other member

(iii)

No waiver by either Party of any breach of the Agreement by the other Party

16.4

or with label “AL:N” or “ECCN:N”, authorisation may be required due to the

United States of America’s re-exporting authorisation. Even without a label,

produced by the sender’s machine.

Union. Equipment labelled with “ECCN not equal to N” are subject to the

if by facsimile, on the date printed on the facsimile transmission report

of the European

exported out

authorisation when being

German export

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

(ii)

of

support)

technical

of

kinds

all

including

and

provision

Equipment labelled with “AL not equal to N” are subject to European or

technology as well as corresponding documentation regardless of the mode

right under the Agreement, it shall not affect its right to do so at a later date.

15.4 If the Customer transfers any Equipment (hardware and/ or software and/ or

other provision. If either Party delays, neglects or chooses not to enforce its

shall be considered as a waiver of any subsequent breach of the same or any

final end-use and destination for which the Equipment are to be used.

regulations,

The Customer shall comply with all relevant statutes, rules and regulations

15.2

and international legal requirements.

embargoes or other sanctions.

that this shall not be prevented by impediments on the grounds of national

requirements,

customs

control

export

to

limited

not

16.2 The fulfillment of the Agreement on Siemens’ part is subject to the proviso

grounds of national and international legal requirements, including but

relevant time have been notified to the Party giving the notice. Notices may

15.3

if by hand, at time of delivery;

(i)

be deemed to have been served:

regulations.

be delivered by hand, or by prepaid registered post or by facsimile and shall

suspend performance if the Customer is in violation of applicable laws or

**SIEMENS General Conditions of Service and Maintenance**

its own costs and expenses all necessary permits and licences. Siemens may

office or principal place of business or such other address as may at the

of Equipment, technology or technical data and Services) and shall obtain at

representatives of the Party addressed to that other Party at its registered

(including any laws and regulations concerning the export, re-export or import

under the Agreement shall be in writing and signed by the authorised

and bye-laws affecting its obligations and the performance of the Agreement

16.3 Any notice required or permitted to be given by either Party to the other

deemed

SIAC. For all other disputes, the tribunal shall consist of three (3) arbitrators

tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of

quantum in dispute (including all counterclaims) is less than S$5 million, the

where the total

reference into this Clause. For disputes

incorporated by

be

to

to be appointed by the Chairman of the SIAC. The seat of arbitration shall be

are

rules

which

Rules”),

(“SIAC

force

in

being

(EFFECTIVE FROM 01/07/2011)

Revised Version

time

SIEMENS PTE LTD (RC No. 199605166D)

English.

Singapore. The language to be used in the arbitration proceedings shall be

undertake

such confidentiality and such negotiations shall be without prejudice to the

negotiations except to their professional advisers who will also be subject to

such

of

details

divulge

to

not

rights of the Parties in any future proceedings.

Parties

the

and

confidence

All negotiations connected with the dispute will be conducted in complete

17.3

referred

under the Rules of Singapore International Arbitration Centre (“SIAC”) for the

question regarding its existence, validity or termination, shall be finally settled

disputes arising out of or in connection with the Agreement, including any

such

17.2,

Clause

in

to

**SIEMENS General Conditions of Service and Maintenance**

negotiations

such

of

commencement

In the event any such dispute is unresolved after thirty (30) days of the

17.4