

Purchase Order Conditions

1 Definitions

1.1 "Contract" means the contract created by the offer and acceptance referred to in Condition

2.2 below;

1.2 "Contractor" means the person, firm or company to whom the Order is addressed;

1.3 "BUPA" means Bupa International Limited and its subsidiary;

1.4 "Goods" means articles or things to be provided by the Contractor (or any part thereof) pursuant to the Order;

1.5 "Order" means the purchase order of which these conditions form part;

1.6 "Work" means work to be undertaken or services to be provided by the Contractor pursuant to the Order.

2.1 Any terms or conditions which are expressly mentioned on the front of the Order as applying to the Order or are attached to the Order shall take precedence over these conditions.

2.2 The Order is an acceptance by BUPA of the offer made by the Contractor to BUPA to supply the Goods and/or the Work at the price or for the rates specified overleaf on these terms and conditions. The Contractor must acknowledge the Order by signing and returning the duplicate copy of the Order to BUPA within 7 days after the date of the Order. The Contractor shall not be entitled to any payment under this Order until receipt by BUPA of the signed duplicate copy of the Order.

2.4 The Contract shall be governed by Hong Kong law.

3.1 Any Goods shall be delivered and any Work shall be performed by the Contractor at the time and place specified in the Order and in accordance with any instructions specified in the Order, and in relation to the Contractor's performance of this obligation time shall be of the essence.

3.2 If, for any reason, BUPA is unable to accept delivery of any Goods at the appointed time, the Contractor shall store those Goods, safeguard them and take all reasonable steps at his own costs to prevent their deterioration until delivery can be arranged provided that the acceptance of such delivery is not unreasonably withheld by BUPA.

3.3 If any Goods are not delivered, or any Work is not performed, within the time specified in the Order, BUPA may by notice in writing to the Contractor determine the Contract in respect of any undelivered goods, of any other Goods which have been delivered but which cannot be effectively used by reason of the non-delivery of the undelivered Goods, and of any Work not yet performed. On such determination, BUPA shall be entitled: (a) to return to the Contractor at the Contractor's risk and expense any delivered Goods

which cannot be effectively used and to recover from the Contractor any

money paid by BUPA in respect of such Goods; and (b) to recover from the Contractor any additional expense reasonably incurred by BUPA in obtaining other goods or procuring other work or services in replacement of the Goods or Work in respect of which the Contract has been determined.

4.1 The Goods (if any) shall:

(a) conform as to quantity, quality and description with the particulars and requirements stated in the Order or in any attachment to the Order;

(b) be of sound materials and workmanship;

(c) correspond in all respects with any relevant samples or patterns on the basis of which BUPA placed the Order;

(d) comply with any standard of performance specified in the Order;

(e) if the Contractor is responsible for their design, be of sound design;

(f) if the purpose for which they are required is indicated in the Order; either expressly or by implication, be fit for that purpose;

(g) comply with any law, regulations, codes and standards in force when they are delivered;

(h) come with information (e.g. labels & material safety data sheets) at the time of delivery of full details on the safe handling, use & storage, etc of all goods presenting a hazard to persons and/or property.

4.2 the Work (if any) shall:

(a) comply in all respects with any requirements contained in the Order;

(b) be performed in a sound manner and so that any items constructed or installed in the course of the Work shall be free from defects, including (to the extent that the Contractor is responsible for design) defects in design;

(c) comply with any law, regulations, codes and standards in force when it is performed;

(d) be safe and without risks to the safety and health of persons who use or may use the Work.

5.1 If so required by BUPA, the Contractor shall provide a certificate to BUPA confirming that any Goods have been subjected to and have satisfied the tests which would usually be applied to such goods or any tests which BUPA may reasonably have required to be satisfied.

6.1 BUPA may by notice in writing to the Contractor reject any Goods or Work which do not comply with the Contract at any time within the 30 days immediately following delivery of the Goods or completion of performance of the Work. In any case where the non-compliance of the Goods or the Work is not apparent when the Goods are delivered or performance of the

Work is completed, BUPA may reject the Goods or the Work within 30 days of the same becoming apparent to BUPA.

6.2 Within 2 days of receiving from BUPA written notice of the rejection of any Goods, or within such other period as may be agreed, the Contractor shall remove the same at the Contractor's risk and expense. Within 7 days of receiving the said written notice, or within such other period as may be agreed, the Contractor shall replace the rejected Goods with Goods which are in all respects in accordance with the Contract.

6.3 Subject to Clause 6.1 BUPA's right to reject Goods shall apply notwithstanding any provision contained in the Sale of Goods Ordinance (Cap. 26).

6.4 Upon receiving notice from BUPA of rejection of any Work, the Contractor shall re-perform the rejected Work according to such timetable as BUPA may stipulate.

6.5 Any money paid by BUPA to the Contractor in respect of any rejected goods not replaced, or in respect of any rejected Work not re-performed by the Contractor within the time stipulated, together with any additional expenditure reasonably incurred by BUPA as a consequence of the defects in such Goods or Work, shall be repaid or paid by the Contractor to BUPA.

6.6 Any signature by an employee of BUPA on any delivery note or other document presented for signature in connection with delivery of any Goods shall not be taken as evidence that the Goods therein referred to have been delivered or are in accordance with the Contract notwithstanding any provisions in such delivery note or document therein.

7.1 Property and risk in any Goods shall pass to BUPA upon delivery in accordance with Clause 3.1, but without prejudice to any right of rejection on the part of BUPA.

8.1 Contractor shall issue the invoice to Buyer in accordance with terms stated in the Order (unless otherwise mutually agreed in writing) no later than 30 days immediately following delivery of the Goods or completion of performance of the Services.

8.2 Upon presentation of the invoice, Buyer shall pay the Contractor within 60 days of (i) the date of invoice or (ii) the Contractor completing performance of its obligations under the Contract, whichever is later.

8.3 In the event there exists a dispute on any invoices, Buyer reserves the right to request the Contractor to provide supporting document(s) proofing, including but not limited to, the Goods are delivered / Services are performed and are accepted by Buyer's authorised person. If the Contractor fails to provide the requested supporting document(s) within a reasonable time, the invoice shall be deemed invalid, and Buyer will have the right to withhold or refuse payment.

9.1 The Contractor warrants that the sale or provision by the Contractor of any Goods, the use of any goods by BUPA and the performance of any work by the Contractor will not infringe any intellectual property rights of any third party, and the Contractor shall indemnify BUPA against any cost or expense resulting from any such infringement.

10.1 The Contractor shall indemnify BUPA against any cost or expense incurred by BUPA as a consequence of any defects in any Goods or of any failure in the Contractor's performance of any Work.

10.2 Any sum of money payable by the Contractor to BUPA under the Contract or by reason of any breach thereof by the Contractor may be deducted by BUPA from any sum due or which may become due to the Contractor hereunder or under any other contract.

11.1 The Contractor may not assign, sub-let or otherwise transfer the Contract or any part thereof without the written consent of BUPA.

12.1 If the Contractor or any employee or agent of the Contractor shall be found to have committed an offence under the Prevention of Bribery Ordinance or under any law of a similar nature in relation to this Contract or any other contract with BUPA, BUPA reserves the right to terminate, suspend or cancel this Contract without entitling the Contractor to any compensation thereof. The Contractor shall indemnify BUPA against any loss or expense incurred as a consequence of such termination.

13.1 The Contractor shall keep secret and shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-contracts) all information given by BUPA in connection with this Contract or which becomes known to the Contractor through performance of this Contract. The Contractor shall not mention BUPA's name in connection with this Contract or disclose the existence of this Contract in any publicity material or other similar communication to third parties without the prior consent in writing of BUPA.

14.1 Without prejudice to Clauses 4 and 6, the Contractor shall guarantee the quality of the Goods & Works for a period of 12 months from delivery.

14.2 BUPA shall notify the Contractor in writing of any defects in the Goods arising from defective design, materials, workmanship or any other cause discovered within the 12 month guarantee period and unless BUPA rejects the Goods pursuant to Clause 6 the Contractor shall make good all such defects at his own expense as soon as reasonably possible.

14.3 If the Contractor fails to make good any defects notified in accordance with Clause 14.2 within a reasonable time BUPA may rectify the defects by repair or replacement and the Contractor shall indemnify BUPA against all

expense reasonably incurred by BUPA in so doing.

14.4 The Contractor shall be liable under this Clause 14 whether or not the Goods were manufactured by him.

15.1 The Contractor shall commit and adhere to the minimum standards of business conduct that BUPA expects from the Contractor which is set out at

www.bupa.com/~media/files/site-specific-files/legal-notices/bupa-responsible-supply-chain-statement.pdf.