

**IMPORTANT NOTICE**

1. WHERE EXPRESSLY INCORPORATED, THESE GENERAL TERMS & CONDITIONS ("T&C") SHALL FORM AN INTEGRAL PART OF ANY CONTRACT ENTERED INTO WITH ANY MEMBER OF THE HSL GROUP. IN THE EVENT OF CONFLICT, THE TERMS OF THE CONTRACT SHALL PREVAIL, UNLESS OTHERWISE STATED HEREIN. THESE T&C MAY BE AMENDED FROM TIME TO TIME, AND THE REVISED T&C SHALL BE POSTED AT [WWW.HSL.COM.SG](http://WWW.HSL.COM.SG) WHEREUPON ALL PREVIOUS TERMS AND CONDITIONS SHALL BE IMMEDIATELY SUPERSEDED. YOU SHALL VERIFY FOR YOURSELF ALL MATERIAL AMENDMENTS MADE TO THE T&C, IF ANY.

**INTERPRETATION**

2. The following terms shall have the following meanings, unless the context requires otherwise:  
**"Affiliate"** refers to a company or other entity directly or indirectly controlling or controlled by a party or under the same control as such party. The word "control" as used herein means the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights of the company or other entity controlled, at a general meeting.  
**"Claim"** refers to any and all Losses, demands, liabilities, damages, expenses, fines, penalties, costs, claims, actions, causes of action and judgment for: (a) breaches of contract; (b) loss of, or injury or damage to, property (real or personal), injury to or death of any person (including illness, disability and disease) and other tortious injury; and (c) violations of applicable laws, rules, regulations, orders and any other legal right or duty actionable at law and/or equity.  
**"Contract"** refers to any arrangement for the supply of Goods, Services and/or Construction Works.  
**"Contract Documents"** refers to all documents deemed or expressed to comprise the Contract.  
**"Counterparty"** refers to the legal entity contracting with HSL pursuant to a Contract.  
**"Force Majeure"** refers to an occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to, acts of God or other similar occurrences.  
**"Goods"** refers to the goods to be supplied by the Counterparty pursuant to the Contract.  
**"HSL"** refers to any entity within the HSL Group entering into a Contract with a Counterparty.  
**"HSL Group"** refers collectively to HSL Constructor Pte Ltd (UEN No. 199405996K) and its Affiliate(s).  
**"Losses"** refers to any and all debts, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, whether known or unknown, or due or to become due or otherwise), diminution in value, monetary damages, fees, taxes, interest obligations, deficiencies and losses, including amounts paid in settlement, interest, court costs, costs of investigators, legal fees and expenses, accountants, financial advisors and other experts, and other expenses incurred in investigating and preparing for or in connection with any Claim.  
**"Main Contract"** refers (where applicable) to the contract between HSL and the relevant upstream third party, as a consequence of which the Contract was entered into between HSL and the Counterparty.  
**"Services"** refers to the services to be supplied by the Counterparty pursuant to the Contract.  
**"Site"** refers to the relevant project site for the Contract.  
**"SOPA"** refers to the Building and Construction Industry Security of Payment Act (Cap. 30B) including all subordinate legislation made, amended, extended or re-enacted from time to time thereunder.  
**"Working Day"** refers to any calendar day but excludes Sundays and Public Holidays in Singapore.  
**"Works"** refer to the construction works to be performed by the Counterparty pursuant to the Contract.  
3. The headings to the clauses in these T&C are for reference only and shall not affect their interpretation.  
4. References herein to "**We**", "**Us**" or "**Our**" refer to the entity within the HSL Group (and its successors and assigns) entering into a Contract with the Counterparty; references to "**You**", "**Your**" or "**Yourselves**" refer to the Counterparty named in the Contract Documents.  
5. A copy of the Main Contract is available for inspection upon request and you are deemed to have full knowledge of the specifications and requirements therein, save for the detailed rates and/or prices. If you become aware of any discrepancy, contradiction or ambiguity in the Contract Documents and these T&C, then, prior to proceeding with any part of the Contract thereby affected, you shall advise us of the discrepancy, contradiction or ambiguity and we shall provide such written clarification as necessary. The applicability of general terms and conditions issued by you (if any) to the Contract is expressly excluded.  
6. By commencing the supply of the Goods or Services and/or the performance of the Works, you are deemed to agree to be bound by these T&C (as amended by us from time to time).

**ASSIGNMENT AND SUBCONTRACTING**

7. We may assign or otherwise transfer any benefits, interests, rights, burdens and obligations under the Contract without your consent, by giving notice to that effect. You shall not assign or otherwise transfer the Contract or any partial or total interest therein, without first obtaining our written consent.  
8. You shall not subcontract the whole of your obligations under the Contract. You shall not subcontract any part of the Contract without our prior written consent. We may reject any subcontractor proposed by you for performing any part of the Contract which we have agreed may be subcontracted. If we reject your proposed subcontractor, our decision is final and conclusive. No consent, comment (or lack of comment), approval or rejection by us shall relieve you of any liability or obligation under the Contract. You shall remain responsible for the acts, defaults and neglect of your subcontractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of you.

**CONDITIONS & WARRANTIES**

9. Paragraphs 10 to 20 shall apply notwithstanding anything stated in the Contract Documents.  
10. You are responsible for the adequacy, fitness for intended purpose, sufficiency and accuracy of each and every part of the Works, Goods and/or Services. Time shall always be of the essence under the Contract.  
11. You shall, except to the extent that it may be physically impossible or might result in an unsafe situation, comply with all our notices and directions on matters relating to the Works, Goods and/or Services.  
12. Should you fail to meet the specified completion date in the Contract Documents, or such later date as mutually agreed, we shall, in addition to any other remedies which we may have, have the right to refuse to take delivery of, or to omit or reduce the quantities of, all or any part of the Works, Goods and/or Services without being liable to you in damages, and to procure the same from reasonable third-party sources, in which event all increased costs incurred by us shall be deducted from any monies due to you or, in the absence of which, be immediately recoverable as a debt due and owing from you.  
13. You warrant and represent that (a) you have the experience and capability to perform the Works or supply the Goods and/or Services in accordance with (i) the Contract Documents in a safe and workmanlike manner based on best industry practice(s), (ii) all applicable international and local safety laws and regulations, (iii) the reasonable skill, care and diligence expected of a properly qualified and competent contractor, and (b) you have or shall have unrestricted access to adequate and appropriate human, material, equipment and other resources to fulfil all your obligations under the Contract.  
14. In performing the Works, you shall (a) employ sound engineering and construction practices and procedures with due diligence, in the best workmanlike manner; (b) employ only such persons as are skilled, qualified and experienced in their respective disciplines; and (c) only use personnel who are Singapore nationals or permanent residents of Singapore or who have valid work passes.  
15. You are deemed to have priced for all management, procurement and construction supervision services, reports, drawings, labour, materials, equipment, temporary works, transport to and from and in or about the relevant Site (or any other location as specified in the Contract Documents), and everything, whether of a temporary or permanent nature, required in and for such construction and completion so far as the necessity for providing the same is expressly specified in or can be reasonably inferred or implied from the Contract Documents.  
16. You shall ensure that all design-related aspects under the Contract (including calculations, drawings, specifications, and any amendments or supplements thereto) are endorsed by a qualified person, and the costs of the same are deemed to be included in the rates and/or prices in the Contract Documents.  
17. We may (at any time before completion): (a) make revisions to the Works, including any parts of the Works already completed or still being performed, which may include additions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any specified method, sequence or schedule date for construction or other activities forming part of the Works; (b) order the omissions of any section or part of the Works and arrange for such section or part to be executed by others if the omission is, in our sole opinion, necessary or desirable for the efficient progress or timely completion of the Works in accordance with the Contract Documents; and/or (c) require you to recover, subject to your ability to demonstrate conclusively any impracticability, all or any part of any delay in respect of which you would have been entitled to any extension of time.

18. We may at any time make revisions to any portion of the Goods and/or Services to be supplied under the Contract and/or vary any of the specifications or requirements thereof (including additions, substitutions, alterations, changes in quality, form, character and/or kind), without any liability whatsoever to you.  
19. Any variation order pertaining to any part of the Works, Goods and/or Services shall be deemed invalid unless issued in writing by our project manager and verified and finally confirmed by our contract manager (or other equivalent personnel). You shall not be entitled to any adjustment(s) to the contract price and/or scheduled completion date arising as a result of your neglect, omission, default or failure.  
20. Even if a variation order has not been issued, or the amount of any adjustment to the contract price and/or any scheduled completion date has not been determined, you shall promptly comply with all instructions and notices given by us in connection with the Works, Goods and/or Services. Subsequently, we will, if justified, issue a variation order with respect to such instructions, authorisations and notices.

**WORKS**

21. You are deemed to have allowed in your rates and prices all costs in connection with the performance and completion of the Works, in full compliance with the requirements of the Contract Documents, including but not limited to all management, supervision and labour, ancillary materials and construction equipment, consumables and all things whether of a permanent or temporary nature as may be specified in, or referred to be reasonably required from, the Contract Documents.  
22. You are deemed to have inspected the Site and its surroundings and all information relating thereto and to have satisfied yourself as to the form and nature of the Site and its surroundings, including the geological and subsurface conditions, hydrological, climatic and other weather conditions, the means of access to the Site and the accommodation you may require, and generally to have obtained all necessary information as to risks, contingencies and circumstances which may influence or affect the Works.  
23. You take responsibility for the custody, control and care of and are responsible for any loss of or damage to the Works, materials and any free-issue items (after they have been received by you) which are to be incorporated into the Works, from the day the Works commence until full completion and handover.  
24. You shall, within twenty-one (21) days of the date of commencement of the Works (or such other period as specified in the Contract Documents) submit a detailed programme showing the sequence and time-span of all activities to be performed to meet any completion date / milestone date in the Contract Documents. You shall provide full details of any critical path analysis in support of such detailed programme. If, at any time, we consider that the actual progress of the Works does not conform with the approved programme, we may require you to revise the programme and demonstrate that completion of the Works on or before the scheduled completion date(s), or any extended date, can be achieved.  
25. The permanent works and materials shall be new and of sound and specified quality and shall comply with the Contract Documents in every respect such as to be fit for purpose and free from defects or failures in materials, equipment, construction or workmanship, save for ordinary wear and tear. The quality of workmanship shall be equivalent to, or better than, that specified in the Contract Documents, and shall meet all express and implied requirements under the Contract and Main Contract.  
26. You shall preserve all existing installations at the Site, including land survey markers, underground and aboveground electric and telephone cables, pipelines, water pipes, drainage, and the like.  
27. We may reject any part of the Works if, at any time prior to completion, we determine that any material or workmanship does not meet the requirements of the Contract Documents. You shall, when notified of the same, promptly repair or replace the rejected part of the Works, without prejudice to the contractual completion date. If you fail or refuse to do so or delay for more than seven (07) days from our direction to do so, we may have others carry out the same, and recover all costs and expenses from you by way of deduction from monies due or to become due to you or recovered as a debt due and owing.  
28. You shall guarantee the Works against defects in manufacture, design materials, workmanship or any failure or malfunction due to quality of materials, workmanship, design, assembly or installation for a period of one (01) year from the date of completion. If during the defects liability period we notify you of any defect arising from your default or failure, then promptly upon receipt of such notice, you shall carry out at your own cost all things necessary to rectify the same, including but not limited to, uncovering, removal, procurement, replacement and/or reinstatement works, and preparation and presentation of any relevant reports. If you neglect or refuse to do so within a reasonable time then, without prejudice to our other rights or remedies, we may make the necessary corrections, repairs or replacements in the way we deem most efficient and appropriate. All costs incurred thereby by us shall be for your account and shall be refunded to us following the completion of the corrections, repairs or replacements. If you replace or renew any portion of the Works, the defects liability period in relation to the said portion shall be calculated afresh from the date of acceptance by us of the relevant repair or replacement.  
29. You shall obtain from your subcontractors and cause to be extended to us the best representations, warranties and guarantees with respect to the materials and workmanship of services, work, equipment, tools and supplies provided in relation to the Works. All such representations, warranties and guarantees shall be subject to our approval and shall survive all inspections, tests and approvals.  
30. You shall submit all documents (including drawings, final drawings, manuals, reports, computer data and other certified results concerning destructive, non-destructive and/or other testing relating to the Works, including) and other particulars as may be necessary to meet your commitments under the Contract Documents. In no circumstances shall our review or comment constitute approval of the drawings, documents and particulars unless specifically stated in writing by us. No review, comment or specific approval by us shall relieve you of any of your obligations under the Contract or signify any waiver or amendment of the requirements of the Contract Documents.  
31. Notwithstanding anything specified in the Contract Documents, and provided that the discrepancies, errors or omissions are not due to inaccurate information furnished in writing to you by us, you shall be responsible for any extra cost caused by or arising out of any discrepancies, errors or omissions in the drawings, documents and other particulars supplied to us, whether or not such drawings, documents and particulars have been reviewed and/or commented upon by us.

**GOODS / SERVICES**

32. You shall have good title to the Goods, and you warrant that the use and/or resale of the Goods will not infringe the patent, design, copyright, trademark or other intellectual property rights of any third party.  
33. Title to all or any part of the Goods shall pass to us on the earlier of (a) payment for such Goods or part thereof; and (b) acceptance of such Goods in accordance with the Contract Documents, but without prejudice to any right of rejection which may accrue to us. Where title to all or any part of the Goods has passed to us but the Goods remain in your possession, you shall clearly label the Goods as our property and store the Goods separately from all other goods. Risk in the Goods shall remain with you until such time as the Goods have been physically received by us, signed for and accepted, although in circumstances where the Goods are not in a satisfactory condition either at the time of receipt by us or subsequently, risk in the full and actual Goods shall remain with you.  
34. All Goods and/or Services shall be free from defects in materials and workmanship, fit for intended purpose, and meet all requirements under the Contract and/or Main Contract. When installed, the Goods shall be new and of sound and specified quality, and the quality of workmanship, manufacture or fabrication shall be of standards equivalent to, or better than, those specified in the Contract Documents.  
35. We are not obliged to take delivery of or accept any Goods and/or Services (or any part or unit thereof) which do not comply with the specifications in the Contract Documents. We may, when giving notice of rejection of the Goods and/or Services, specify the reasons for the said rejection (which shall be final and binding). All rejected Goods shall be returned at your risk and expense, and you shall forthwith replace such rejected Goods with goods that comply with the specifications of the Contract Documents.  
36. If the Goods and/or Services or any part thereof are rejected by us for failing to satisfy any of the requirements and/or specifications in the Contract Documents, such Goods and/or Services shall not be considered as delivered or supplied. Such affected Goods and/or Services shall be considered re-delivered or re-supplied only upon subsequent replacement of the Goods and/or the Services being accepted by us, in accordance with the requirements and/or specifications in the Contract Documents.  
37. The date of receipt of the accepted replacement Goods and/or Services shall be used for purposes of computing any quantum of liquidated and ascertained damages due and payable by you to us.  
38. Any monies paid by us to you in respect of any rejected Goods that are not replaced or resupplied forthwith, together with any additional costs and expenses incurred by us as a result of the same, shall be recoverable against you as a debt due and owing. Without prejudice to the generality of the foregoing, we may opt to repair any Goods not delivered in accordance with the specifications in the Contract Documents and, in such an event, you shall reimburse us upon receipt of the relevant invoice for all

expenses incurred in connection therewith, by way of set-off or otherwise. Alternatively, we may require that you (a) repair or (if impractical) replace any defective Goods in question, or (b) repay a reasonable part of the price for the defective Goods in question which has been paid or, if unpaid, withhold further payment until the defective Goods in question have been replaced / repaired by you.

33. Without limiting your obligations to correct defects in the Goods, you shall obtain and cause to be extended to us the best available representations, warranties and guarantees with respect to the Goods. All representations, warranties and guarantees shall be subject to our approval and shall survive all inspections, tests and approvals by us.
41. You shall guarantee the Goods and every part or unit thereof against defect(s) in manufacture, design materials, workmanship or any failure or malfunction due to quality of materials, workmanship, design, assembly or installation for a period of one (01) year from the date of our acceptance. Where, during this period, the Goods or any part or unit thereof are found to be defective and/or not in compliance with the specifications in the Contract Documents, you shall replace the same at your own cost and expense, within fourteen (14) days of our issuance of a written request. Any part of the defective Goods that have been replaced and/or repaired shall be warranted for a further period of one (01) year commencing from the date that such have been replaced and/or repaired. If you fail and/or refuse to make good the Goods within four (04) weeks or two (02) attempts (whichever is earlier), we may procure replacement goods from alternative sources and all our costs and expenses in doing so shall be borne by you.
41. You shall furnish all drawings, reports, manuals, records computer data and other documentation relating to the Goods and/or Services, including without limitation, certified results and other documentation concerning destructive, non-destructive and/or other testing, which we require in order to obtain any certification, licenses or other permissions and approvals.
42. The contract sum includes the costs of all works and disbursements which are reasonably necessary, including costs of materials, packing and protection, handling, transportation, delivery, insurance, duties, royalties and other expenses reasonably expected to be incurred, and all ancillary and other works and expenditures, preliminaries, overheads and all costs, whether separately or specifically stated, which are either indispensably necessary for you to carry out your obligations, and/or which may contingently become necessary to overcome difficulties preventing your performance under the Contract.
43. You shall preserve and pack the Goods to ensure that they arrive at their destination intact and undamaged. The packaging shall comply with all requirements for the transport of Goods of similar nature and construction. You shall protect the Goods in packaging that withstands rough handling in transit and which is suitable for export to and storage in the tropics. The costs of all packing cases (which are considered non-returnable), material and labour are included in the contract sum in the Contract Documents. Accordingly, you shall repair or replace, free of charge, all Goods that are damaged or lost in transit, provided that we give to you written notice of such damage or loss, within the periods specified in the Contract Documents or, in the absence of such, within a reasonable time.
44. You shall, before delivery, inspect and test the Goods for compliance with the specifications of the Contract Documents, and in accordance with reasonable industry standards. You shall, at your own cost and expense, arrange for testing and inspection of the Goods at your premises by us, before shipment / delivery, upon our request. You shall also provide a copy of the relevant test sheet, certified by you, free of charge. Material samples for testing shall be provided to us upon request, at your cost.
45. You are responsible for and shall maintain the Goods including the safe and secure storage thereof, whilst in your possession for any purpose connected with the Contract. If any loss or damage occurs (fair wear and tear excepted), you shall replace or repair the same at your cost.
46. If any licence is required for the import or export of the Goods, you shall obtain such license(s) including making suitable arrangements with the manufacturer of the Goods (as necessary), in a timely manner to facilitate the export of the Goods and the costs of all of the same, including the costs of overcoming all contingencies (whether foreseeable or not), shall be deemed to be included in the price of the Contract. For the avoidance of doubt, you shall be responsible for clearing any equipment, materials and supplies purchased outside Singapore in relation to the Goods, including such purchases made in our name.

#### CLAIMS

47. Interim progress claims shall contain all necessary information and be supported by relevant documentation, as a condition precedent to our certification. We may therefore withhold payments of any disputed or insufficiently documented amounts included in any interim progress claims served by you.
48. We are not liable for claims for additional payments on account of matters affecting the Works and/or the supply of the Goods / Services, which you are deemed to have determined and understood prior to submission of your quote for the Contract, based on information provided by us, or which you could reasonably be expected to have been aware of as an experienced contractor.
49. In any Contract for Goods, stipulated to be on a re-measurement basis, the quantities stated in the bills of quantity are provisional, and payment shall be based on the actual quantity of Goods properly delivered to Site (and accepted), ascertained by re-measurement based on the approved shop drawings / as-built drawings or any other similar form of verification.
50. In any Contract for Services, stipulated to be on a time-charge basis, payment shall be based on accurate timesheets (or equivalent) maintained and submitted by you to us.
51. You are deemed to have fully satisfied yourself of your obligations under the Contract and the nature and extent of the contractual requirements (including the services, equipment and materials necessary), all risks, contingencies, and other matters which could influence or affect your quotation and/or affect your progress or performance, and as to the correctness and sufficiency of all unit rates and prices contained in your schedule(s) of rates and prices. Accordingly, you shall not be entitled to any compensation in respect of the consequences of any error or omission you may have made in the preparation of your tendered unit rates and/or other prices as set forth in the Contract Documents.
52. Interim progress claims shall be submitted on the last day of each calendar month. For purposes of SOPA, we shall issue our payment response (where statutorily required) within twenty-one (21) days after each payment claim is served on us in accordance with the Contract Documents.
53. Late payment interest shall be fixed at half a percentage point (0.5%) per annum on a simple basis.

#### ACCESS

54. You are granted reasonable access to the Site at such time(s) and to such extent as will enable you to perform the Contract. However, your right of access is not an exclusive licence. Unless otherwise specified, you are not entitled to additional payment (whether as damages or otherwise) if the means or route of access is altered or temporarily unavailable. Any delay or disruption to your performance caused by us or our other subcontractors at the Site will not constitute a breach of Contract by us but may (if provided for under the Contract Documents) entitle you to an extension of time for completion, without additional payment (whether in direct or consequential damages, or otherwise).
55. You are deemed to have satisfied yourself of the suitability and availability of access routes to the Site and power, water and other utilities. You shall obtain all necessary authority approvals for the use of such access routes and utilities. We make no representations as to the same, and the non-suitability of any access routes or utilities shall not constitute grounds for any variation order(s).
56. You shall comply with all directions issued by us in respect of the coordination of deliveries of the Goods and/or Services and shall comply with all applicable industrial and safety requirements.
57. You shall ensure that every aspect of, and all operations connected with, the Works are carried out so as not to damage, or interfere unnecessarily with, any of the operations being carried out by others on or about the site, or with the convenience of the public or the access to, or to the occupation and use of, any public or private property including, but not limited to, public and private rights of way.

#### ACCELERATION, EOT & LD

58. You shall furnish all documents reasonably required by us for verifying your progress under the Contract.
59. You shall, upon our written direction, accelerate the progress of any part of the Contract as we consider necessary. If such acceleration is necessary because the actual progress of the Contract, or any part thereof, is inadequate to meet any completion date(s), for any reason which does not entitle you to an adjustment to the completion date(s) or is otherwise due to your failure to meet any of your Contract obligations, you shall promptly initiate and take action to recover progress to achieve completion in accordance with the agreed completion date(s) under the Contract and keep us informed of the effect such action is having upon the progress of the Contract. You shall not be entitled to any adjustment to the contract price and/or the agreed completion date(s) in respect of such acceleration and all additional costs, including but not limited to, the working of overtime, employment of additional labour and/or the use of additional construction equipment or other resources, shall be borne by you.
60. In all other situations, the net extra cost (if any) incurred by you in giving effect to our instructions to accelerate shall be reimbursed to you via a variation order.

61. You are entitled to extensions of time as may reasonably reflect delays in the completion of your contractual obligations which are caused by our default, which prejudicially impact on your critical path schedule notwithstanding your taking of reasonable mitigatory efforts. Delays which do not affect your ability to meet any scheduled completion date(s) shall not entitle you to any extensions of time.
62. You shall, as a condition precedent to any extensions of time, notify us in writing within seven (07) days (or such period stated in the Contract Documents) of your becoming reasonably aware of any occurrence likely to have an adverse effect on the progress of the Contract, which you rely on for the said extension of time. Such notice shall not discharge of any of your obligations under the Contract. Should you fail to notify us within the prescribed period, we are entitled not to grant you any extension of time even when the circumstances likely to cause delay are not due to reasons attributable to you.
63. Within fourteen (14) days thereafter (or such period stated in the Contract Documents), you shall provide written reasons why there has been / will be delay to the completion of your obligations under the Contract, and the total extension of time sought, based on a delay impact analysis, together with all supporting documents. If the delay event relied upon remains ongoing, you shall issue interim requests for extensions of time until its conclusion. When we have received sufficient information, we shall notify you in writing of such extension(s) of time, if any, which we consider that you are reasonably entitled to.
64. Where the Contract Documents specify a rate of liquidated and ascertained damages payable to us for your late completion, the same shall apply. Otherwise, we may impose liquidated and ascertained damages at the rate of 2% of the value of the Contract per week or part thereof, up to a maximum of 10%, for so long as any part of the Contract remains outstanding and incomplete. You agree that the rate of liquidated and ascertained damages represents a fair and reasonable estimate of the losses which may suffer as a result of your delays. The payment or deduction of liquidated and ascertained damages shall not relieve you from any of your obligations and liabilities under the Contract. We shall be entitled to deduct or withhold any monies due and payable to you in set-off against the total amount of liquidated and ascertained damages accruing. If there are no further monies due to you, the outstanding quantum of liquidated and ascertained damages shall be recoverable as a debt due and owing immediately to us.
65. Without prejudice to the provisions of these T&C, if the performance of the Contract is prevented by any event of Force Majeure for a continuous period of sixty (60) days (or such period stated in the Contract Documents), either party may give notice to the other that the Contract is deemed to be terminated.

#### TERMINATION

66. In addition to the grounds set out in the Contract Documents, the Contract may be terminated if: (a) the Main Contract is terminated; (b) in our opinion, you have (i) abandoned your obligations under the Contract, (ii) failed, omitted, refused or neglected to proceed with your obligations under the Contract with due diligence, and/or (iii) failed omitted, refused or neglected to remedy any breach of a material provision of the Contract within fourteen (14) days after receipt of written notice from us; (c) you stop or suspend payment of your debts, are insolvent or are unable to pay your debts as they fall due, and/or (d) you suspend or cease or threaten to suspend or cease to carry on business.
67. Upon the occurrence of any of the events in clause 66, we may issue a notice in writing to you, specifying the event of default, and the Contract shall terminate on the date of issuance of the said notice, without prejudice to our rights to damages, including the recovery of all costs incurred by us in completing the Contract in excess of the direct costs that we would have incurred under the Contract, had your employment not been terminated. We shall be entitled to recover the said damages by way of deduction from monies due or which may become due to you in respect of that part.
68. We are entitled, at any time and for any reason, to terminate the Contract for convenience, by giving five (05) Working Days' notice to you, stating the part of the Contract to be terminated and the effective date of termination. You shall immediately cease work in relation to the specified part of the Contract on the stated date and comply with any directions relating to the termination which may be issued by us. In such an event, we shall only be required to pay you in accordance with the Contract Documents for that part of the Contract that had been properly authorised and carried out prior to the effective date of termination.
69. Provisions of the Contract which, by their nature, are intended to survive the termination or discharge of the Contract, including but not limited to any limitations of liability of, or release from liability, shall continue to remain valid and enforceable notwithstanding such termination or discharge of the Contract.

#### INDEMNITY

70. You shall release, defend, indemnify and hold us free and harmless against any and all Claims asserted against us by any third party for personal injury, death or loss of or damage to property, if such loss, damage, death or personal injury arose out of or are related in any way to the subject matter of the Contract or, without limiting the generality of the foregoing, was caused by your faulty workmanship, defective design and/or use of sub-standard materials, or from any breach by you of any health, safety or environmental requirements, or your negligence, gross negligence, or willful misconduct.
71. All indemnities set forth in these T&C for our benefit are in addition to your liability for special, incidental and/or consequential damages arising under or as a result of your breach of the Contract (or the termination thereof). To the maximum extent permissible by law, in no circumstance shall we be liable to you for any special, incidental, consequential, indirect, exemplary or punitive damages or losses of any kind or for any loss of business goodwill or reputation, whether arising under tort, contract, statute or otherwise, regardless of whether such loss or damage was reasonably foreseeable or we know or have previously been advised of the possibility of such loss or damage.

#### MISCELLANEOUS

72. You are deemed to be an independent contractor and not our agent or employee. The Contract shall be performed under your sole supervision and control. You do not have authority to make statements, representations or commitments of any kind which are binding upon us.
73. Performance bonds, if required under the Contract Documents, shall be furnished at your cost and expense by a first-class financial institution, in such form as approved by us. We shall not release any monies under the Contract until such time as we have received the original performance bond, conforming to all requirements in the Contract Documents.
74. A failure or delay by us to exercise any right or remedy shall not constitute a waiver of the same, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No waiver by us shall be valid, unless in writing and signed by us. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default. The terms of the Contract Documents (other than this T&C) shall only be varied by mutual agreement in writing.
75. We may withhold, deduct from or set-off against any monies due or becoming due to you, any monies including damage/loss to us, material purchased by us on your behalf and/or any other damage suffered by us as a result of any failure by you to carry out your obligations under the Contract with due diligence.
76. In interpreting any terms in these T&C and/or the Contract Documents, you acknowledge that the terms are reasonable and accept that the *contra proferentem* rule shall not apply.
77. You shall, at your own cost and expense, take out and maintain all insurance policies specified in the Contract Documents in joint names with us (and other parties as we may reasonably require). If you shall fail to do so, we may do all things necessary to effect and maintain such insurance and any monies expended for that purpose shall be repaid by you. All insurance policies purchased by you pursuant to the Contract Documents shall contain waivers of subrogation against us (and other parties as we may reasonably require). For the avoidance of doubt, the terms of any policies of insurance or the amount of any cover shall not relieve you of any of your indemnity obligations and/or liabilities under the Contract.
78. These T&C and the Contract Documents shall constitute the entire agreement between us and supersede all previous correspondence, representations and understandings. In entering into the Contract, you do not rely on, and shall have no remedies in respect of, any statement or representation (whether innocently or negligently made) that is not set out in these T&C and/or the Contract Documents.
79. If any provision of this T&C is held by a court or other competent authority to be invalid or unenforceable whether in whole or in part, the validity of the other provisions of these T&C shall not be affected.
80. The Contract shall be governed by and interpreted in accordance with the laws of Singapore.
81. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which are incorporated by reference. The seat of the arbitration shall be Singapore. It shall be a condition precedent to the commencement of any legal proceedings that the senior management of the respective parties shall first attempt in good faith to amicably resolve any disputes arising therefrom.
82. You are liable for all our legal fees on a full indemnity basis, incurred in consulting solicitors and/or enforcing any provisions of the Contract in the event of your actual or threatened breach of the same.

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