



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

ITALIAN TRADE AGENCY – SINGAPORE OFFICE

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1. Definitions and Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in Singapore or Italy.

Conditions: these terms and conditions as amended from time to time in accordance with clause 23.9.

Contract: the contract between ITA Singapore and the Supplier for the supply of the Goods and/or Services, comprising ITA Singapore's Request, the Supplier's Quotation/Tender, ITA Singapore's Order, these Conditions and the Supplier's acceptance of ITA Singapore's Order pursuant to clause 2.2.

Commencement Date: has the meaning given in clause 2.

Deliverables: all Materials developed, produced or created by the Supplier or its directors, officers, employees, agents and contractors as part of or in relation to the Services, including the drafts of such Materials.

Force Majeure Event: any event beyond the reasonable control of a party including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, compliance with any law or governmental order, rule, regulation or direction, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, breakdown of plant or machinery, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lock-outs, interruption or failure of utility service.

Goods: the goods (or any part of them) to be supplied to ITA Singapore by the Supplier under the Contract, as set out in ITA Singapore's Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, logos, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, proprietary data and database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

ITA Singapore: Italian Trade Agency – Singapore Office.

ITA Singapore's Materials: all Materials provided by ITA Singapore to the Supplier in relation to and/or in the course of the Supplier's performance of the Contract.

ITA Singapore's Order: ITA Singapore's order for the supply of Goods and/or Services, as set out in ITA Singapore's written acceptance of the Supplier's Quotation/Tender.

ITA Singapore's Request: ITA Singapore's request for quotation/tender to the Supplier for the supply of the Goods and/or Services.

Materials: includes reports, works of authorship, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, videos, soundtracks, pictures, photographs, questionnaires, plans, models, analyses, work programmes, technical notes, information papers, opinions, comments, specifications, formulae, computer programs and software, data, artwork, graphics, sketches, designs, information, documents and materials which are recorded or stored by whatever means in whatever form or media.

Parties: ITA Singapore and the Supplier, and "**party**" shall be construed accordingly.

Services: the services, including any Deliverables, to be provided by the Supplier to ITA Singapore under the Contract, as set out in ITA Singapore's Order.

Supplier: the person or firm from whom ITA Singapore purchases the Goods and/or Services.

Supplier's Quotation/Tender: the Supplier's quotation/tender in response to ITA Singapore's Request.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a "**party**" includes its personal representatives, successors and permitted assigns.
- (c) A reference to a "**statute**" or "**statutory provision**" is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Clause and paragraph headings are inserted for convenience only and shall not affect the interpretation of these Conditions.
- (e) References to "**clauses**" are to the clauses of these Conditions.
- (f) Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

- (g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- (h) A reference to “**writing**” or “**written**” includes faxes and emails.
- (i) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement

- 2.1 ITA Singapore's Order constitutes an offer by ITA Singapore to purchase Goods and/or Services from the Supplier in accordance with ITA Singapore's Request, Supplier's Quotation/Tender and these Conditions.
- 2.2 ITA Singapore's Order shall be deemed to be accepted upon the Supplier issuing written acceptance of ITA Singapore's Order and providing any documents required by ITA Singapore as set out therein, at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Supply of Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description;
 - (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by ITA Singapore, expressly or by implication;
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all licenses, permissions, authorisations, consents and permits needed to supply the Goods in accordance with the terms of the Contract.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. In particular:
- (a) The Goods shall be carefully and properly prepared, secured and packed in accordance with the requirements in a manner suitable to provide adequate protection against damage in transit to destination. In the absence of specific packing instructions, internationally accepted standards must be followed.
 - (b) Any damage attributable to improper or inadequate packing shall be made good at the Supplier's expense and the Supplier shall be held entirely responsible for costs incurred in making good such damage.
- 4.2 The Supplier shall deliver the Goods:
- (a) on the date specified in ITA Singapore's Order and time for such delivery shall be of the essence of the Contract;
 - (b) to the location set out in ITA Singapore's Order or as instructed by ITA Singapore in writing before delivery ("**Delivery Location**"); and
 - (c) during ITA Singapore's normal hours of business on a Business Day, or as instructed by ITA Singapore.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location and all necessary inspection and clearance by ITA Singapore.
- 4.4 The Supplier shall not deliver the Goods in instalments without ITA Singapore's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle ITA Singapore to the remedies set out in clause 6.
- 4.5 Title and risk in the Goods shall pass to ITA Singapore on completion of delivery.

5. Supply of Services

- 5.1 The Supplier shall, on the date(s) set out in ITA Singapore's Order, supply the Services to ITA Singapore.
- 5.2 The Supplier shall complete the Services by the completion date for the Services specified in ITA Singapore's Order or meet such other dates as agreed by the Parties, and time shall be of the essence of the Contract in relation to such dates.

5.3 The Supplier shall, in providing the Services:

- (a) co-operate with ITA Singapore in all matters relating to the Services, and comply with all reasonable instructions of ITA Singapore;
- (b) perform the Services with the best care, standards, skill, professionalism and diligence in accordance with best practices in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Deliverables shall be fit for any purpose that ITA Singapore expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as required to provide the Services;
- (f) obtain and at all times maintain all licenses, permissions, authorisations, consents and permits which may be required for the provision of the Services;
- (g) observe all health and safety rules, standards and regulations and any other security requirements that apply at any of ITA Singapore's premises;
- (h) hold all ITA Singapore Materials in safe custody at its own risk, maintain ITA Singapore's Materials in good condition until returned to ITA Singapore, and not disclose, dispose or use ITA Singapore Materials other than in accordance with ITA Singapore's written instructions or authorisation; and
- (i) not do or omit to do anything which may cause ITA Singapore to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that ITA Singapore may rely or act on the Services.

6. ITA Singapore's Remedies

6.1 If the Supplier fails or neglects to deliver the Goods by the agreed delivery date(s), or in the quality, condition or for a specified purpose, as agreed, or to perform the Services by the agreed completion date(s), ITA Singapore shall, without limiting or affecting other rights or remedies available to it, have at its sole discretion, one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

- (c) to recover from the Supplier any costs (on a full indemnity basis) incurred by ITA Singapore in obtaining substitute goods and/or services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered;
- (e) to claim damages for any additional costs, loss or expenses incurred by ITA Singapore which are in any way attributable to the Supplier's failure to meet such dates; and/or
- (f) to set a date thereafter for delivery of the Goods, and time shall remain to be of the essence in relation to this Contract. Following receipt of such notice the Supplier shall take all reasonable steps to avoid further delay at the Supplier's cost and expense.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 or as otherwise agreed by parties, then, without limiting or affecting other rights or remedies available to it, ITA Singapore shall have at its sole discretion, one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by ITA Singapore in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by ITA Singapore arising from the Supplier's failure to supply Goods strictly in accordance with clause 3.1.

6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) or as otherwise agreed by parties, then, without limiting or affecting other rights or remedies available to it, ITA Singapore shall have at its sole discretion, one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the fees paid for the Services to date (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any costs or expenditure incurred by ITA Singapore in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by ITA Singapore arising from the Supplier's failure to comply with clause 5.3(d).

6.4 These Conditions shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.

6.5 ITA Singapore shall, in lieu of the rights and remedies available to it under clauses 6.1 to 6.3, be entitled to be paid by the Supplier, as liquidated damages, 10% (ten percent) of the total sum payable to the Supplier for the Goods and/or Services. The Parties confirm that this sum represents a genuine pre-estimate of ITA Singapore's damages suffered as a result of a breach by the Supplier under clauses 6.1 to 6.3. The Supplier shall pay these liquidated damages within 7 days' of ITA Singapore's notice, failing which, ITA Singapore may deduct them from its payments to the Supplier.

6.6 ITA Singapore's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies provided by law.

7. ITA Singapore's Obligations

7.1 ITA Singapore shall:

- (a) provide the Supplier with reasonable access during 9am to 5pm on Business Days to ITA Singapore's premises for the purpose of providing the Goods or Services, if necessary; and
- (b) provide such necessary information for the provision of the Goods or Services as the Supplier may reasonably request in writing.

8. Prices, Fees and Payment

8.1 The price for the Goods or Services:

- (a) shall be the price set out in ITA Singapore's Order; and

- (b) shall be inclusive of goods & services tax, value added tax or other consumption tax, and where applicable, the costs of packaging, insurance, carriage and delivery of the Goods. No extra charges shall be effective unless agreed in writing and signed by ITA Singapore.

8.2 The fees for the Services shall be as set out in ITA Singapore's Order. Unless otherwise agreed in writing by ITA Singapore, the fees shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services, including any applicable goods and services tax or other consumption tax.

8.3 The payment terms shall be as set out in ITA-Singapore's Order.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any ITA Singapore's Materials) shall be owned by the Supplier, unless otherwise agreed between parties in writing.

9.2 The Supplier grants to ITA Singapore, or shall procure in writing the direct grant to ITA Singapore of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.

9.3 All ITA Singapore's Materials are the exclusive property of ITA Singapore and the ownership of all Intellectual Property Rights thereto shall remain exclusively with ITA Singapore.

9.4 ITA Singapore agrees that the Supplier may use ITA Singapore's Materials solely to the extent necessary for the purpose of providing the Services. The Supplier's use does not give them any ownership rights to ITA Singapore's Intellectual Property, unless explicitly authorised in writing.

10. Representations and warranties

10.1 The Supplier warrants and represents to ITA Singapore that:

- (a) it is on ITA Singapore's list of approved suppliers;
- (b) it possesses the know-how, qualifications, skills and experience, including all licenses, permissions, authorisations, consents and permits, and all required insurance coverage (including general liability coverage, employee's compensation insurance and any other insurance required by any applicable law or regulation) needed to provide the Goods and/or Services;

- (c) it meets all the selection criteria set out in ITA Singapore's Request;
- (d) all information concerning the Supplier, its directors, officers, employees, agents, contractors, representatives or consultants that the Supplier has given ITA Singapore and its representatives is true, accurate, up to date, and without the omission of any requested or relevant information;
- (e) it is not aware of the existence of, and has not concealed any information which may give rise to, any grounds for excluding it from public procurement procedures under European Union, Italian or Singapore laws as set out in ITA Singapore's Internal Regulations for Registration of Suppliers (available on ITA Singapore's web site);
- (f) it and its directors, officers, employees, agents and contractors have not influenced, or attempted to influence, ITA Singapore's decision in selecting the Supplier for the supply of the Goods and/or Services;
- (g) it and its directors, officers, employees, agents and contractors have not obtained, or attempted to obtain, any confidential information that may confer on it an unfair advantage in the procurement of the Goods and/or Services;
- (h) it has full power and authority and has obtained all necessary authorities and consents, permits and licenses, to enter into and perform its obligations under the Contract; and
- (i) the entering into of the Contract and the performance of its obligations under the Contract will not result in a breach of any other agreement or arrangement to which it is a party, nor infringe any third party's Intellectual Property Rights.
- (j) The Supplier, in performing the object of this Contract, shall abide by and comply with all statutes, ordinances, laws, regulations, standards and provisions which are in place on the date of this Contract and applicable to this Contract and the execution thereof by the Supplier, with a particular emphasis on labor and employment.

11. Conflict of interest

11.1 The Supplier shall during the term of the Contract:

- (a) ensure that it and its directors, officers, employees, agents and contractors shall not do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or competes, or which may be seen to conflict or compete, with the Supplier's duties to ITA Singapore under the Contract; and
- (b) immediately notify ITA Singapore in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial,

professional, commercial, personal or other interests of the Supplier or its directors, officers, employees, agents and contractors, conflict or compete, or may be seen to conflict or compete, with the Supplier's duties to ITA Singapore under the Contract.

- 11.2 The Supplier shall perform its obligations under the Contract on an impartial basis.
- 11.3 The Supplier shall procure its directors, officers, employees, agents and contractors who are involved in the supply of the Goods and/or Services to execute a legally binding written undertaking in favour of the Supplier and ITA Singapore jointly and severally in a form approved by ITA Singapore agreeing to observe this clause 11, and the Supplier shall provide the original or certified true copies of all such undertakings to ITA Singapore as may be required by ITA Singapore. The Supplier further agrees that, if so required by ITA Singapore, it shall take all such steps as are lawful and necessary to enforce such undertakings or to co-operate with ITA Singapore in their enforcement.

12. Prevention of bribery

- 12.1 The Supplier shall prohibit its directors, officers, employees, agents and contractors who are involved in the Services from offering, soliciting or accepting any sum of money, reward, favour or advantage, whether directly or indirectly, which would impair their impartiality in relation to the provision of the Goods and/or Services.
- 12.2 The Supplier shall take all necessary measures to ensure that its directors, officers, employees, agents and contractors are aware of the contents of this clause 12 when conducting any business in connection with the Contract.

13. Indemnity

- 13.1 The Supplier shall indemnify ITA Singapore against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by ITA Singapore arising out of or in connection with:
- (a) any breach by the Supplier or non-performance of the Contract;
 - (b) the enforcement of the Contract;
 - (c) any claim made against ITA Singapore for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding ITA Singapore's Materials);

- (d) any claim made against ITA Singapore arising from or by virtue of the Supplier's employment of its personnel or in any instance whatsoever where it may be implicated in part by reason of this Contract;
- (e) any claim made against ITA Singapore by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- (f) any claim made against ITA Singapore by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

14. Insurance

During the term of the Contract and for a period of 1 year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, at ITA Singapore's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. Disclosure of Information

- 15.1 The Supplier hereby irrevocably authorises, consents and agrees that ITA Singapore may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Supplier, disclose to any person in such form and manner as ITA Singapore considers fit (including publishing on its website):
- (a) a brief description of the Goods and/or Services supplied or to be supplied by the Supplier;
 - (b) the price, fees, cost and expense payable to the Supplier pursuant to the Contract;
 - (c) the engagement by ITA Singapore of the Supplier under the Contract and the name and address of the Supplier; and
 - (d) the date of ITA Singapore's Order and the Commencement Date of the Contract.
- 15.2 The Supplier hereby waives and foregoes its right, if any, to make any claims against ITA Singapore for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by ITA Singapore.

16. Confidentiality

- 16.1 Each party undertakes that it shall not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clauses 15 and 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- (a) To those of its directors, officers, employees, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its directors, officers, employees, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. Compliance with relevant laws and policies

- 17.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations, rules, codes, notices and other legislative, executive or judicial decisions or pronouncements in any jurisdiction binding on either party or in relation to the subject matter of the Contract, including, without limitation, any anti-bribery or anti-corruption laws, rules and regulations applicable to or binding on either party ("**Anti-corruption Laws**").
- 17.2 Any confirmed violations of Anti-corruption Laws by the Supplier shall be deemed a material breach of the Contract, giving ITA Singapore the right to immediately terminate the Contract pursuant to clause 19.1(c).

18. Limitation of liability

- 18.1 The restrictions on liability in this clause 18 apply to every liability arising under or in connection with the Contract including, but not limited to, liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.2 Subject to clause 18.3, ITA Singapore's total liability to the Supplier with respect to the subject matter of the Contract shall not exceed the sum of the price or fee paid by ITA

Singapore to the Supplier for the Goods or Services provided or to be provided under the Contract.

- 18.3 Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; or
 - (b) fraud or fraudulent misrepresentation.

19. Termination

- 19.1 Without affecting any other right or remedy available to it, ITA Singapore may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) any representation or warranty given by the Supplier in clause 10 is found to be inaccurate, untrue or misleading;
 - (b) the Supplier fails to supply the Goods and/or Services or fails to supply them in such agreed condition and/or quality or by any specified or agreed delivery or completion date;
 - (c) the Supplier commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so, or if there is any breach of clause 17.1;
 - (d) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - (f) the Supplier becomes insolvent or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
 - (h) a person becomes entitled to appoint a receiver, or a receiver is appointed, over all or any of the assets of the Supplier.
- 19.2 Without prejudice to clause 19.1 or any other remedies or rights, ITA Singapore may at any time prior to the delivery of the Goods and/or completion of the Services, at its option and sole discretion suspend or terminate the Contract by giving the Supplier 14 days' prior written notice of such suspension or termination. In such event, the Supplier will be paid for the Goods and/or Services properly supplied up to the date of suspension

or termination, but shall not be entitled to compensation, damages or expenses incurred for the remaining Goods and/or Services which have not been supplied.

20. Consequences of termination

- 20.1 On termination of the Contract, the Supplier shall immediately deliver to ITA Singapore all Deliverables, whether or not then complete, and return all ITA Singapore's Materials. Until ITA Singapore's Materials have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not disclose or use them for any purpose not connected with the Contract.
- 20.2 Termination of the Contract shall not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 20.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract including, without limitation, clauses 6, 9, 13, 14, 16, 18, 20, 23.1, 23.10 and 23.11, shall remain in full force and effect.

21. Force Majeure

- 21.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("**Affected Party**"), provided that the relevant party has complied with clause 21.2, the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations and the time for performance of such obligations shall be extended accordingly by the duration of the Force Majeure Event.
- 21.2 The Affected Party shall
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, 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
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 21.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 months, the party not affected by

the Force Majeure Event may terminate the Contract by giving 14 days written notice to the Affected Party.

22. Whistleblowing

“The Italian Trade Agency, in compliance with applicable legislation, is committed to taking all reasonable steps to protect whistleblowers who report or disclose information on breaches of the law observed in the context of their work-related activities. The reports, which are kept fully confidential, are managed through an IT application available on the Home Page of the Italian Trade Agency – ICE website - Whistleblowing section.

23. General

23.1 **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the written consent of the other party.

23.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of ITA Singapore. If ITA Singapore consents to any subcontracting by the Supplier, the Supplier shall remain solely and legally responsible for all the acts and omissions of its subcontractors as if they were its own.

23.3 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the email address notified or used by the other party, which in the case of ITA Singapore is singapore@ice.it.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

- (ii) if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 23.4 **Severance.** If any provision or part-provision of the Contract is, or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If no amendment can be agreed by the Parties, or is otherwise not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause **23.4** shall not affect the validity and enforceability of the rest of the Contract.
- 23.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.6 **No Partnership or Agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23.7 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party hereby agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party hereby agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

23.8 Third Party Rights.

- (a) Except as expressly identified in the Contract, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of the Contract.
- (b) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

23.9 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Parties or their authorised representatives.

23.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Singapore.

23.11 Jurisdiction. Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.