NASMYTH GROUP STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES – ASIA-PACIFIC- Issue 12 (June 2020)
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1. DEFINITIONS AND INTERPRETATION

In these terms and conditions (“Conditions”) the words and expressions below will have the following meanings: -
“Confidential Information” any and all information acquired by the Supplier about the business of the Customer
and/or given by the Customer to the Supplier and/or generated by the Supplier from such information which may include
aspects of Customer Property;
"Contract"

NASM YTH GROUP ST ANDARD T ERMS AND CONDITI ONS F O R THE PURCHASE OF GOODS AND/OR SERVICES – ASI A-PACIFI C- Issu e 12 (Ju n e 2020)

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10. I nt ellectual Property

10.1 All I nt ellectual Proper ty Rights in any Customer Pr operty shall at all times be and remain t he property of t he

Cust omer or its licensor.

10.2 I n t he absence of prior written agreement by the Customer t o the contrar y, all Intellectual Propert y Rights (ot her

than any Intellectual Property Rights in Goods if the Goods have not been supplied t o a bespoke specif ication of t he

Cust omer) created by the Supplier or any employee, agent, supplier or subcont r actor of t he Supplier in t he course of

performing the Contract, or for the purpose of performing t he Contract shall vest in the Customer upon creation

(“Custo mer I PR”).

10.3 The Supplier her eby assigns to t he Customer all of t he Customer I PR which does not automatically vest in t he

Cust omer.

10.4 To t he extent t hat any of the Customer IPR is not wholly and/or validly assigned, t he Supplier shall hold them

upon a bar e t rust for the full and exclusive benef it of the Customer.

10.5 The Supplier war rant s that the use and/or exploit ati on of the G oods and/or Services by or on behalf of t he

Cust omer will not inf ringe t he Int ellectual Property Right s of any t hird party.

10.6 The Supplier shall at t he r equest of the Custom er: -

10.6.1 execute all furt her documents and/or deeds and do all such t hings as the Cust omer may require to enable the

Cust omer to secure t he delivery of infor mation and t he benefit of the Cust omer IPR and/ or any r ights licensed under

condition 10. 9; and

10.6.2 take such act ion as t he Customer may reasonably r equire to assist t he Customer in bringing or def ending any

proceedings relating to the Customer IPR and/or any r ight s licensed under condit ion 10. 9.

10.7 The Supplier shall at t he Customer’s request deliver up t o t he Custom er all documents, material and/or other

media which may be in t he possession, power or cont rol of t he Supplier and which compr ises or contains any part of t he

Cust omer IPR or any physical embodim ent of the Customer I PR and share with the Custom er all know-how that is not

in material f orm.

10.8 The Supplier shall procur e waiver s of any mor al rights in any physical embodiment of the Customer I PR t o which

any individual is now or may be at any fut ure t ime ent itled under Chapter I V of Part I of t he Copyright Designs and

Patent s Act 1988 or any similar provisions of law in any j urisdiction.

10.9 Where, in connect ion wit h the provision of t he Goods and/or Services by the Supplier, t he Supplier uses any

Int ellect ual Property Rights which do not fal l wit hin condition 10.1, condition 10. 2 or condition 10. 3 the Supplier shall

grant to the Customer, or shall procure that u㈃င뀀e Car on��䘀onthe Cue Cusith the а䰀td��t u㈃-䐀t"옲��嘀�儀 pr @�iҰ @onthe C�䀀lluÀ伀 Cက f l؀ "ကt�Maonh"怀 t to ta��䰀 C �Ұe veh"瀀hi"成 �PRr

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Contract and in the case of partial termination shall no t exceed the port ion of t he Contract applicable t o t he par t of the

Work so terminated.

14.3 Upon ter mination of the Cont ract f or whatever r eason, t he Supplier will de liver up to the Customer or at t he

Cust omer’s opt ion dest roy any and all Deliverables, Confident ial Inf ormation, all Customer Proper ty, the physical

embodiment of any Customer IPR and/or any other mat erials provided by the Cust omer, which ar e in the Supplier’s

possession, power or cont rol.

15. BRIBERY, ANT I-CORRUPTIO N AND MO DERN SL AVERY

15.1 The Supplier shall comply with:

15.1.1 all applicab le laws, regulat ions, codes and sanctions relating to anti-bribery, ant i-corruption and modern

slavery including t he Bribery Act 2010 and Modern Slavery Act 2015; and

15.1.2 t he Customer’s ethics, anti-Bribery and ant i-corruption policies as not if ied t o t he Supplier from t im e to t im e.

15.2 The Supplier shall ensure that any person associat ed with the Supplier who is performing the Services does so

only on the basis of a written contract which imposes on and secur es from such person term s equivalent to t hose

im posed on the Supplier in t his condition 15 (“Rel ev an t T erms”).

15.3 The Supplier shall in any circumstances be responsible f or the observance and performance by such persons of

the Relevant Terms, and s hall in any c ircumstances be direct ly liable to the Customer f or any breach by such persons of

any of the Relevant Ter ms howsoever arising.

15.4 Breach of this condition 15 shall be a m at erial breach of t he Contract entit ling the Customer to t erminate the

Contract wit hout incur ring any Liabilit y f or s uch termination.

15.5 For the purpose of t his condit ion 15 whether a person is associated with another person shall be determine d in

accordance with the Br ibery Act 2010 and includes but is not limited to any subcontractor of the S upplier.

16. NO N- COMPETE

16.1 The Supplier shall not in the course of completing the Cont r act take any action t o dir ectly or indirect ly compete

with the Cust omer. The Supplier shall make no contr act wit h the Custom er’s Customer save where such cont r act is

expressly approved by t he Cust om er and under no cir cumstances is the Supplier to t ake any action which m ay be

deem ed as soliciting of work cur rent ly cont ract ed to the Customer .

17. CO UNTERFEIT G OO DS

17.1 The Supplier warr ants and certifies t hat G oods delivered pursuant to the Contract, unless ot herwise specifie d

shall (i) be new, (ii) be and onl y cont ain mat erials obtained from the Original Equipment Manuf acturer (“OEM”) or an

authorized OEM reseller or dist ributor, (iii) not be or contain any Count erfeit Goods, and (iv) contain only authentic,

unaltered OEM labels and other markings. T he Supplier shall provide to the Customer the OEM’s certificate of

conformance for any G oods acquired from an authorized O EM reseller or dist ributor. Goods shall not be acquir ed f rom

independ ent dist ributor s or bver n

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