

Waters Pacific Pte Ltd

1 Science Park Road, #02-08 The Capricorn, Singapore Science Park II,
Singapore 117528

x	Original (please process)
	Confirming (do not duplicate)
x	Quote Attached
Purchase Order Number 2018-479	

Supplier	
Deli Global B.V. (Singapore Branch)	
2 International Business Park, The Strategy Tower 2 #01-34, Singapore 609930, UEN: 104FC6571G	
Fax Number: 6829 1582	
Phone: 1-800-394-7419	

Requested by:	Ng Jie Hui	Tel	6593.7043
Date:	30 Oct 18	Mail Stop	
Deliver to:	NA	Ext.	
Department:		Mail Stop	
Ship to Location:	NA		

P.O. Date	Delivery Date	Terms	Taxable	Freight	F.O.B	Ship Via	Confirming to	Buyer
30 Oct 18		30 days					Vicky Tan	
Item	Qty	U/M	Manufacturer's Part Number	Description	Unit Price	Total Price (SGD)	GL Account Number (Financial Line/Account No.)	CEA Number
1	2			PowerEdge T330 Server	\$ 5,180.00	\$ 10,360.00	104FC6571G	WPP18025
2	4			PowerEdge R330 Server	\$ 5,330.00	\$ 21,320.00	104FC6571G	WPP18025
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
Grand Total - SGD					7%	\$ 2,217.60		
						\$ 33,897.60		

Kindly quote our PO number on all your documents.

WPP18025
WPP18025
WPP18025

Remarks

Approvals

1.  20d Nov 2018.
Edwin Koh, Senior Operations Manager

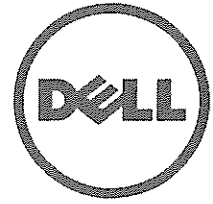
2.  2/11/2018
Alan Tan, Senior Finance and Administration Manager

Purchasing Copy

2018-479

Quote

Waters Pacific Pte Ltd



Quote No
31917688/4

Customer No
321001205

Date
03/10/2018

Salesperson
VICKKY_TAN
VICKKY_TAN@DELL.com

Phone +604-6334629
Fax +604-6330629

Customer
Waters Pacific Pte Ltd
CHIN PING CHONG

Quote valid for
14 days

Dear CHIN PING CHONG,

I look forward to speaking with you again soon, for further details of specification or pricing please do not hesitate to contact me directly or visit our website at www.dell.com.sg

If this quote meets with your requirements please contact me to discuss the options to place an order.

Regards

VICKKY_TAN

1 Price Summary

Description	Qty	Unit Price Ex GST	Total Price Ex GST
PowerEdge T330 Server	2	5,180.00	10,360.00
PowerEdge R330 Server	4	5,330.00	21,320.00
Subtotal			31,680.00
GST: 7% (31,680.00)			2,217.60

Total **SGD 33,897.60**

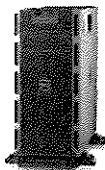
Quote No	Customer No	Payment Term	End User Name
31917688/4	321001205	30 Days Inv.	Waters Pacific Pte Ltd
Total :SGD 33,897.60			
Billing Address Waters Pacific Pte Ltd CHONG CHIN PING 1 SCIENCE PARK ROAD #02-08 THE CAPRICORN SINGAPORE SCIENCE PARK II SINGAPORE 117528 SINGAPORE		Shipping Address Waters Pacific Pte Ltd CHIN PING CHONG 1 SCIENCE PARK ROAD #02-01/06 THE CAPRICORN SINGAPORE SCIENCE PARK II SINGAPORE 117528 SINGAPORE	
Customer PO Number		Customer Signature	
(1) The transaction in this document (all sales and services) is subject to Dell's Terms and Conditions available on www.dell.com/ap or on request. Services are provided by Dell as described in the relevant service agreement (which may comprise order forms or "Service Descriptions" available at www.Dell.com/ServiceContracts, "Technical Specification Forms" or "Statements of Work". (2) By signing a Dell Quotation and/or submitting a purchase order pursuant to Dell's Quotation, you acknowledge that you have read and agree to be bound by Dell's Terms and Conditions and any referenced Service Agreement (together the "Agreement"). This Agreement is the final agreement between the parties in connection with the transaction, replacing any preprinted or other terms in any purchase order, invoice or other document issued by either party. (3) The Agreement may not be amended or varied by any other subsequent terms or conditions imposed by you without: (a) prior written approval and signature of Dell's Segment General Manager or their delegate; and (b) a specific reference to this paragraph (3). (4) "These commodities, technology or software were exported in accordance with the United States' Export Administration Regulations. Diversion contrary to US law is prohibited. The recipient of goods is required to present his/her identification **prior to delivery of goods. Our Logistics Partner will note down the recipient's name and IC / Passport number on the Proof of Delivery. This is done purely for security purposes. Failing to comply will result in delayed delivery. For the protection and security of your Credit Card information, Dell requests that you DO NOT send any Credit Card information through either email or fax. (5) Failure to take delivery and collection of Products on the date(s) advised by Dell, shall entitle Dell the right to charge a penalty of USD2.00 per carton for each day that the carton is left uncollected in Dell's warehouse until the actual collection date.			

Payment Information:

If you have chosen to pay by cheque or transfer, please find the payment details you need below
Please write quote number 31917688/4 on the reverse of the cheque or enter it in the customer reference field of your transfer
Payment Payable To "Dell Global B.V. (Singapore Branch)."
Please send payment to :Dell Global B.V. (Singapore Branch) Robinson Road Post Office,P.O.Box 1899, Singapore 903749.
Banker : Citibank N.A. Singapore A/C 0-820826-019
Invoice/Pymt Inquiry Tel : 604-6334880/5756/5010
Invoice/Pymt Inquiry Fax: 604-6339880/7756/0010
Customer Care: 1-800-394 7486
Check your order status (Web): www.dell.com.sg/le/orderstatus



2 Quote Details



PowerEdge T330 Server

2

5,180.00

10,360.00

Components

- 1 PowerEdge T130/T330 Motherboard MLK
- 1 Intel Xeon E3-1220 v6 3.0GHz, 8M cache, 4C/4T, turbo (72W)
- 1 Chassis with up to 8, 3.5" Hot Plug Hard Drives
- 1 Casters, Dell PowerEdge T330/T430
- 1 Security Bezel
- 1 2400MT/s UDIMMs
- 1 Performance Optimized
- 2 16GB UDIMM, 2400MT/s, Dual Rank, x8 Data Width
- 1 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
- 4 2TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive
- 1 iDRAC Port Card
- 1 PERC H730 Controller, 1GB NV Cache
- 1 Power Interface Board, T330
- 1 Standard Heatsink for PE T330
- 1 DVD+/-RW, SATA, Internal
- 2 Deskside Power Cord, 250V,10A,2M,C13 (Malaysia, Singapore, HK, Brunei, DDD)
- 1 Dual, Hot-plug, Redundant Power Supply (1+1), 495W
- 1 PE Server FIPS TPM 1.2v2 CC
- 2 Long Jumper Cord, C13-C14,4m,12a (APCC except ANZ)
- 1 On-Board LOM 1GbE Dual Port (BCM5720 GbE LOM)
- 1 RAID 6, H330/H730/H730P for SAS/SATA

Software

- 1 Performance BIOS Settings
- 1 Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL
- 1 Windows Server 2016 Standard Edition,No Media;2012R2 Downgrade Media, Multi-Language
- 1 Windows Server 2016 Standard,16CORE,Media Kit
- 1 OpenManage Essentials, Server Configuration Management
- 1 No Systems Documentation, No OpenManage DVD Kit
- 1 UEFI BIOS Boot Mode with GPT Partition

Service

- 1 GCP Operations Management (Per Box) H
- 1 1Yr Technical Support
- 1 Limited Warranty: Yr 1 (NBD)
- 1 Limited Warranty: Yr 1 (POW)
- 1 3Yr ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service
- 1 ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service, Yr 1
- 1 ##ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service, Yr 2-3
- 1 ##ProSupport Plus & Mission Critical: 7x24 Tech Support & Assistance: 3Yr
- 1 No Remote Advisory Services Purchased

PowerEdge R330 Server

4

5,330.00

21,320.00



Components

- 1 PowerEdge R330 Motherboard MLK
- 1 Intel Xeon E3-1220 v6 3.0GHz, 8M cache, 4C/4T, turbo (72W)
- 1 Chassis with up to 4, 3.5" Hot Plug Hard Drives
- 1 Dell EMC 1U Standard Bezel
- 1 iDRAC Port Card
- 1 PCIe Riser, 1x16 PCIe Gen3 FH slot (x8 PCIe lanes) 1x8 PCIe Gen3 LP slot (x4 PCIe lanes), R330
- 1 2400MT/s UDIMMs
- 1 Performance Optimized
- 1 Cooling Fan
- 2 16GB UDIMM, 2400MT/s, Dual Rank, x8 Data Width
- 1 iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise
- 4 2TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive
- 1 PERC H730 RAID Controller, 1GB NV Cache
- 1 Standard Heat Sink for PE R230/R330
- 1 DVD+/-RW SATA Internal
- 1 Dual Hot Plug Power Supplies 350W
- 2 Deskside Power Cord, 250V,10A,2M,C13 (Malaysia, Singapore, HK, Brunei, DDD)
- 1 PE Server FIPS TPM 1.2v2 CC
- 2 Long Jumper Cord, C13-C14,4m,12a (APCC except ANZ)



- 1 On-Board LOM 1GBE Dual Port (BCM5720 GbE LOM)
- 1 ReadyRails Sliding Rails With Cable Management Arm
- 1 RAID 6, H330/H730 for SAS/SATA

Software

- 1 Performance BIOS Settings
- 1 Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL
- 1 Windows Server 2016 Standard Edition,No Media;2012R2 Downgrade Media, Multi-Language
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- 1 No Systems Documentation, No OpenManage DVD Kit
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Service

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- 1 1Yr Technical Support
- 1 Limited Warranty: Yr 1 (NBD)
- 1 Limited Warranty: Yr 1 (POW)
- 1 ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service, Yr 1
- 1 3Yr ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service
- 1 ##ProSupport Plus & Mission Critical: (7x24) 4-hour Onsite Service, Yr 2-3
- 1 ##ProSupport Plus & Mission Critical: 7x24 Tech Support & Assistance: 3Yr
- 1 No Remote Advisory Services Purchased



8. Software

8.1 Software is subject to separate software license agreements accompanying the software media and any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software, in addition to any terms in the Order Document.

8.2 In the absence of license terms accompanying the Software, the terms of the Agreement apply and Dell grants Customer a non-exclusive non-transferable license to access and use the Software provided by Dell. However, all rights, title or interest in respect of the Intellectual Property Rights in the Software remain with Dell or the licensor of the Software at all times. Software provided or made available to Customer by Dell in connection with the provision of the Services may be used only during the term of the Services and solely as necessary for Customer to enjoy the benefit of the Services.

8.3 For Software provided by Dell in connection with the provision of the Services, the following clauses shall apply

8.3.1 Customer shall not (1) copy (save for making a back up copy), modify, adapt or create a derivative work, collective work, or compilation of the Software, and shall not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof; (2) license, sell, assign, sublicense or otherwise transfer or encumber the Software; (3) use the Software in a managed services arrangement; or (4) use the Software in excess of the authorized number of licensed seats for concurrent users, sites, or other criteria specified in the applicable Service Documents. In addition, Customer may not access the Software to monitor its availability, performance, or functionality or for any other benchmarking or competitive purpose.

8.3.2 Customer is prohibited from (1) attempting to use or gain unauthorized access to Dell or to any third party's networks or equipment; (2) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Dell or any of its customers or suppliers; (3) interfering or attempting to interfere with service to any user, host, or network; (4) transmitting unsolicited bulk or commercial messages; (5) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (6) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell's suppliers') facilities used to deliver the Services.

8.3.3 Customer grants Dell or an agent designated by Dell, the right to perform an audit of its use of the Software during normal business hours. Customer agrees to cooperate with Dell in such audit and to provide reasonable access to all records used in the use of the Software. The audit will be limited to verification of Customer's compliance with the terms of usage relating to such Software under the Agreement.

8.4 Part of the Software and Materials may contain or consist of open source materials and the applicable license terms for such open source materials shall apply together with clause 8.5 below instead of remainder of these Terms.

8.5 Subject to clause 10.1, any open source materials used by Dell in connection with the Agreement are provided "as is" without any warranty/condition, express, implied or otherwise including without limitation, implied warranties/conditions as to satisfactory quality, merchantability or fitness for a particular purpose, or any warranty/condition regarding title or non-infringement. All warranties, conditions and other terms implied by law, including but not limited to those regarding quality, fitness for purpose, or merchantability relating to the Software are to the fullest extent permitted by law, hereby specifically disclaimed and excluded from the Agreement. To the extent permitted by law, Dell, the copyright holders, or the contributors to open source materials shall not be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, without limitation, procurement of substitute goods or services, loss of use, data, or profits, or business interruption) however caused, whether in contract, strict liability or tort (including negligence) or otherwise arising in any way out of the use of the open source materials in connection with the Agreement.

9. Warranty

9.1 Subject to clause 9.2, Dell warrants that Dell-branded Products shall (1) conform to their product specification and (2) be free from material defects for a period of 12 months from the date of the invoice ("Warranty Period") and (3) that Dell-branded spare parts shall be free from defects for 90 days from the date of delivery or for the remainder of the Warranty Period, if longer. Performance of any one of the options set out at clause 9.2 below shall constitute an entire discharge of Dell's liability under the warranties given in this clause 9.1.

9.2 Dell shall at its own discretion, repair or replace Dell-branded Products that do not comply with the warranties set out in clause 9.1 provided Dell is notified in writing of the alleged defect within 7 days of the time when Customer discovers or ought to have discovered the defect or in any event within the Warranty Period. If Dell elects to replace Dell-branded Products or parts pursuant to the warranties set out in clause 9.1, Dell shall deliver the replacement Products or parts to Customer at Dell's own expense at the address to which the defective Dell-branded Products were delivered and the legal, equitable and beneficial title to the defective Products or parts which are being replaced shall (if it has vested in Customer) re-vest in Dell. Customer shall make any arrangements as may be reasonably necessary to deliver up to Dell the defective Products which are being replaced and Dell shall be entitled to charge Customer if such defective Product or parts are not returned on request.

9.3 Dell warrants that (1) the Services and Deliverables shall conform to the Service Documents and (2) the Services shall be performed with reasonable skill and care during the applicable service period.

9.4 Dell warrants that for a period of 90 days from the date of delivery Dell-branded Software will be capable of functioning in all material respects in accordance with the relevant specifications provided (1) Customer notifies Dell of any error or defects in the Software within 14 days of the time when Customer discovers or ought to have discovered the error or defect and (2) Customer provides Dell with documented examples of such error or defect. Dell provides no assurance or warranty that the Software will be free from minor errors. Dell's sole responsibility in respect of the warranty given in this clause 9.4 and Customer's sole remedy shall be the correction of any failure of the Dell-branded Software so that it functions in material respects in accordance with the relevant specifications.

9.5 All warranties, conditions and other terms implied by law, including but not limited to those regarding quality, fitness for purpose, or merchantability relating to the Products, Software and/or Services are to the fullest extent permitted by law, hereby specifically disclaimed and excluded from the Agreement.

9.6 Dell shall not be liable under the warranties given in this clause 9 in respect of

9.6.1 Any defect arising from fair and normal wear and tear, wilful damage, damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, negligence, abnormal working conditions, failure to follow Dell's instructions (whether oral or in writing), misuse or alteration, modification, adjustment or repair of the Products and/or Software without Dell's approval, servicing not authorized by Dell, usage and/or storage and/or installation not in accordance with Product/Software instructions, failure to perform required preventive maintenance, act of God, fire, flood, war, act of violence or any similar occurrence, products with missing or altered service tags or serial numbers, any attempt by any person other than Dell personnel or any person authorized by Dell, to adjust, repair or support the Products/Software and problems caused by use of parts and components not supplied by Dell.

9.6.2 If the total Price for the Products, Software and/or Services have not been paid by the due date for payment.

9.6.3 For any Products, Software, Deliverables, parts, materials or equipment not manufactured or produced by Dell, in respect of which Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to Dell to the extent that they are assignable by Dell to Customer.

9.6.4 Any Software, Deliverables and Products manufactured, produced or provided by Dell pursuant to the Agreement in accordance with any design, specification, instruction or recommendation made to Dell by Customer.

9.6.5 Any type of defect, damage or wear specifically excluded by Dell by notice in writing, and/or

9.6.6 If Customer makes any further use of the Products and/or Software after giving notice pursuant to clause 9.2.

9.7 Dell does not warrant that the Products, Software, Deliverables or Services will function (1) with any specific configuration not provided by Dell or (2) to produce a specific result even if the configuration or result has been discussed with Dell.

9.8 Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Dell or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). Dell does not take responsibility for third party warranties or for any effect that the Dell services may have on those warranties.

10. Liability

10.1 Dell shall not be liable in contract or in tort for any loss or damage suffered and Dell's liability is limited to those set out in the Agreement and under statute. Neither party excludes or limits liability to the other party for (1) death or personal injury resulting from negligence; (2) fraud or (3) fraudulent misrepresentation or (4) any other liability that cannot be excluded by law.

10.2 Dell shall not be liable for

- 10.2.1 Special, indirect, incidental or consequential loss or damages;
- 10.2.2 Loss of business, opportunity, profit/anticipated profit, income or revenue;
- 10.2.3 Loss of use of Customer's systems or networks;
- 10.2.4 Loss of goodwill or reputation or contracts;
- 10.2.5 Loss of, corruption of or damage to data or software;
- 10.2.6 Loss arising out of business interruption;
- 10.2.7 Loss arising out of or in connection with pollution or contamination, or
- 10.2.8 Recovery of data or programs.

Arising out of or in connection with the purchase, use or performance of Products/Software or Services, even if Dell has been advised of their possibility.

To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

To the extent permitted by law, Dell's total liability in any 12-month period for any and all claims arising out of or in connection with this Agreement and/or any Products, Software, Deliverable and/or Services provided under this Agreement will not exceed the total amount received by Dell during the prior 12 months of this Agreement for the specific Products, Software, Deliverable and/or Services giving rise to such claim(s).

10.3 The Customer shall indemnify Dell and keep Dell fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of the Agreement.

10.4 To the extent permitted by law, Dell and Customer agree that Dell will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Any service response times stated by Dell in Service Documents are approximate only.

10.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Dell shall be subject to correction without any liability on the part of Dell.

10.6 Where under any applicable law, implied conditions and warranties cannot be excluded, Dell's liability for breach of such conditions and warranties shall be limited, at Dell's option to: (a) in the case of Products, the replacement of the Products or the supply of equivalent Products, the repair of such Products, the payment of the cost of replacing the Products or of acquiring equivalent Products, or the payment of the cost of having the Products repaired; OR

(b) in the case of services, the supplying of services again, or the payment of the cost of having services supplied again. Further, to the extent permitted by law, all such conditions and warranties shall be limited in duration to the duration of the Warranty Period or such other lesser period as permitted.

11. High Risk Activities

Customer acknowledges that the Products, Software, Deliverables and Services are not designed or intended for use in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of the Products, Software, Deliverables or Services could lead directly to death, personal injury, or severe physical or property damage ("High Risk Activities"). Dell expressly disclaims any express or implied warranty of fitness for High Risk Activities.

12. Confidentiality

Each party must treat all Confidential Information received from the other party as it would treat its own confidential information generally, but with no less than a reasonable degree of care.

13. Indemnities

13.1 Dell shall defend and indemnify Customer against any third-party claim or action that Dell-branded Products, Software, Deliverables or Services prepared or produced by Dell and delivered pursuant to the Agreement infringe or misappropriate that third party's Intellectual Property Rights enforceable in the country in which Dell delivers and the Customer is authorized to receive such Products, Software, or Services ("IPR Claim"). If Dell receives prompt notice of an IPR Claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option: (1) obtain a right for Customer to continue using such Products, Deliverables or Software or allow Dell to continue performing the Services; (2) modify such Products, Deliverables, Software, or Services to make them non-infringing; (3) replace such Products, Deliverables, Software, or Services with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverable or Software.

13.2 Notwithstanding clause 13.1, Dell shall have no obligation under clause 13.1 for any IPR Claim arising from (1) modifications of Dell-branded Products, Deliverables, Software, or Services that were not performed by or on behalf of Dell; (2) the combination, operation, or use of such Products, Deliverables, Software, or Services in connection with a third party product, software, or service (the combination of which causes the claimed infringement); (3) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer; or (4) infringement by any Third Party Product whether supplied by Dell or not.

13.3 Clauses 13.1 and 13.2 set out Customer's sole and exclusive remedies for any IPR Claim.

13.4 Customer shall defend and indemnify Dell against any third party claim or action arising out of (1) Customer's failure to obtain any appropriate license, Intellectual Property Rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer; (2) associated with software or other components directed or requested by Customer to be installed or integrated as part of the Products, Deliverables, Software or Services; (3) Customer's breach of Dell's proprietary rights as stated in the Agreement; (4) any inaccurate representation regarding the existence of an export license; or (5) any allegation made against Dell due to Customer's breach or alleged breach of applicable export laws, regulations, or orders.

14. Termination

14.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate the Agreement (as regards pending Service or Software continuing to be provided or non-delivered Products) immediately if the other party

- 14.1.1 Commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or
- 14.1.2 Ceases, or threatens to cease, to carry on business or becomes insolvent.

14.2 Dell may terminate the Agreement with immediate written notice if Customer

- 14.2.1 Fails to pay undisputed sums properly due to Dell in accordance with the Agreement;
- 14.2.2 Customer breaches or Dell reasonably suspects Customer has breached export control laws;
- 14.2.3 Customer breaches any Intellectual Property Rights obligations, warranties and indemnities set out in the Agreement;

14.3 On termination of the Agreement, all rights and obligations of the parties relating to such order under the Agreement will automatically terminate except for rights of action accruing prior to its termination.

14.4 The following clauses shall survive termination of the Agreement and continue to bind the parties, their successors and assigns: 1 (Introduction); 2 (Definitions); 3.3 (Payment); 5 (Products); 6 (Services, Software & Deliverables); 7 (Services); 9 (Warranties); 10 (Liability); 11 (High Risk Disclaimer); 12 (Confidentiality); 13 (Indemnities); 14 (Termination); 15 (Force Majeure); 16 (Export Compliance); 17 (Data Privacy); and 18 (General).



15. Force Majeure

Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under the Agreement during any period in which such performance is delayed by any circumstances beyond a party's reasonable control including, without limitation fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority ("Force Majeure Event"), provided that the delayed party shall provide the other party with prompt written notice of this Force Majeure Event. The delayed party's time for performance shall be excused for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the Agreement by giving written notice to the delayed party.

16. Export Compliance

16.1 Each party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with the Agreement. Each party will furnish to the other party any information required to enable the other party to comply with applicable laws and regulations related to the Products, Software or Services. Dell and Customer acknowledge that the Products, Deliverables, Software and Services provided under the Agreement, (which may include technology and encryption) (1) are subject to U.S. and European customs and export control laws; (2) may be rendered or performed in countries outside the U.S. or Europe or outside the borders of the country in which Customer or Customer's Products are located; and (3) may also be subject to the customs and export laws and regulations of the country in which the Products, Deliverables, Software or Services are rendered or received. Under these laws and regulations, Products, Deliverables, Software and Services purchased under the Agreement may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products, Deliverables, Software and Services may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer agrees to abide by those laws and regulations.

16.2 Customer represents that any software provided by it and used as part of the Products, Deliverables, Software or Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any necessary licenses relating to the export of software. Dell also may require export certifications from Customer for Software.

16.3 Dell's acceptance of any order for Products, Deliverables, Software, or Services is contingent on the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell shall not be liable for delays or failure to deliver Products, Deliverables, Software, or Services resulting from Customer's failure to obtain such license or to provide such certification.

16.4 Customer agrees to indemnify, defend and hold Dell harmless from any third party claims, demands, or causes of action against Customer's breach or alleged breach of the applicable export laws.

17. Data Privacy

17.1 Each Party agrees to comply with its obligations under all applicable laws relating to privacy and protection of the Customer's Personal Data (as defined under this clause 17) obtained by or disclosed to them pursuant to this Agreement.

17.2 The Customer warrants to Dell that it has complied with, and will continue to comply with, all applicable laws in its process of the Customer Personal Data including its collection, use, disclosure, storage and handling of such Customer Personal Data that is disclosed to Dell pursuant to this Agreement.

17.3 Dell warrants to the Customer that it will comply with all applicable laws in the handling of the Customer Personal Data that is disclosed to Dell pursuant to this Agreement.

17.4 Dell shall not be liable for any claim brought by the Customer arising from any action or omission by Dell to the extent that such action or omission resulted from compliance by Dell with the Customer's instructions.

17.5 "Personal Data" means information relating to identifiable individuals and includes information that is protected by privacy laws and/or data protection laws in the country where (a) the individual is located or (b) the data relating to the individual is processed; and "Customer Personal Data" means the Personal Data that the Customer discloses to Dell from time to time in connection with this Agreement.

18. General

18.1 Notices given under the Agreement must be in writing and shall be effective when delivered to the other party's relevant officer at the address stated on Dell's invoice.

18.2 Neither party may assign or transfer the Agreement without the prior written consent of the other party except that (1) no consent is required by Dell to assign to its affiliated companies and (2) Dell may subcontract its obligations under the Agreement but shall remain liable and responsible to Customer for such obligations.

18.3 The Agreement constitutes the entire agreement between the parties and each party acknowledges that in entering into the Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. Nothing in the Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

18.4 Any changes to the Agreement or to any order placed pursuant to it shall not be valid or binding unless it is in writing and agreed by parties. If any provision of the Agreement should be found to be void or unenforceable, such provision will be struck out or modified to the extent necessary to comply with the law, and the remainder of the Agreement shall remain in full force and effect.

18.5 A waiver by either party of a breach of the Agreement or delay or failure to enforce a right under the Agreement shall not constitute a waiver of any subsequent breach of the Agreement.

18.6 The Agreement and any non-contractual obligations shall be interpreted according to the laws of Singapore and the courts of Singapore shall have exclusive jurisdiction.

19. Rights of Third Parties

Save as expressly provided herein, these Terms and Conditions shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

Dell CTS Singapore (Version 2) October 2012



