RXM ADVISORY

DM9 | ASIA CONSTRUCTION INCIDENTS — PRE-SIGNING RISK LESSONS

MONTHLY STRATEGIC RISK DIGEST

Construction Incidents & Accidents in Asia

Edition: 1 October 2026 | **Published by:** RXM Advisory Pte Ltd | 9th Edition

Three construction fatalities across Asia in September 2026: what they reveal about structural failure, fall-from-height, and multi-tier subcontracting risks

ABOUT THIS PUBLICATION

This publication is a monthly strategic risk digest prepared by RXM Advisory for construction and engineering companies operating across Asia. Each edition reviews recent incidents, identifies recurring pre-signing legal risks, and provides practical strategies to protect companies from unnecessary liability before and after project agreements are signed.

WHAT'S INSIDE THIS EDITION

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KEY RISK THEMES — SEPTEMBER 2026

- Structural failure during construction
- Fall from height and equipment safety
- Multi-tier subcontracting and scaffold safety
- Serious Accidents Punishment Act exposure
- Suspension notices and stop-work consequences

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EXECUTIVE SUMMARY

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01 Three construction fatalities across South Korea, Singapore, and Hong Kong in September 2026 illustrate how structural failures, fall-from-height incidents, and multi-tier subcontracting gaps can expose every party in the contracting chain to investigation, stop-work orders, and potential criminal liability.

02 This edition reviews three September 2026 incidents: a ceiling collapse at a Hyundai E&C apartment site in Seoul, a fall from the 12th storey at an HDB BTO site in Singapore, and a scaffolder's fatal fall at a truss-out scaffold site in Hong Kong's Sham Shui Po.

03 Three recurring pre-signing risks are identified: accepting structural responsibility without verifying temporary works integrity, assigning height-work duties without verifying equipment and fall-protection systems, and engaging multi-tier subcontractors without ensuring scaffold safety obligations flow through every tier.

04 Three strategies are recommended: require independent verification of temporary works before accepting structural responsibility, verify fall-protection systems and equipment inspection protocols before signing height-work subcontracts, and ensure back-to-back scaffold safety obligations with audit rights across all subcontract tiers.

05 When reasonable claims are refused, a structured three-step response protocol is recommended: anchor the claim to the specific statutory duty breached, demand written reasons for refusal, and escalate promptly through the contractual hierarchy before notice periods expire.

MONTHLY RISK SNAPSHOT — SEPTEMBER 2026

INCIDENTS REVIEWED	FATALITIES REPORTED	JURISDICTIONS
3	3	3
South Korea, Singapore, Hong Kong	Across the three cases	South Korea, Singapore, Hong Kong SAR

NOTABLE INCIDENTS — ASIA | SEPTEMBER 2026

The following three incidents were reviewed for this edition, all occurring in September 2026 across South Korea, Singapore, and Hong Kong. Each case illustrates a distinct pre-signing blind spot that became a liability driver after the event.

01 Seoul Apartment Construction Site (Hyundai E&C) — Ceiling Collapse Kills Worker

Jurisdiction: South Korea | 29 September 2026 | MOEL halted work; investigation ongoing

INCIDENT SUMMARY

On 29 September 2026, at approximately 9:45 a.m., a Kazakhstani worker in his 30s was killed after being struck by a collapsed concrete ceiling inside a unit on the 23rd floor of an apartment construction site in Seocho District, Seoul. The worker was waiting to begin cleaning work when the ceiling gave way. The site is operated by Hyundai Engineering & Construction, one of South Korea's largest construction companies.

The Ministry of Employment and Labor (MOEL) immediately halted work at the site. MOEL's Serious Accident Investigation Division and Construction Industrial Accident Prevention Supervision Division launched an investigation. Police and MOEL are reviewing whether to apply charges of occupational negligence resulting in death and violations of the Occupational Safety and Health Act and the Serious Accidents Punishment Act against Hyundai E&C and its subcontractors. No charges had been filed as of the date of reporting.

KEY LEGAL LESSON

South Korea's Serious Accidents Punishment Act imposes criminal liability on business owners and managers for serious industrial accidents where they failed to fulfil their safety obligations. A contract that assigns structural and temporary-works responsibility to a subcontractor without verifying that the main contractor has independently inspected the concrete placement and curing process leaves both parties exposed — the subcontractor for execution risk, and the main contractor for the non-delegable duty to ensure a safe workplace under the Act.

02 Tanjong Rhu Riverfront II BTO Site (Singapore) — Fall from 12th Storey During Concreting

Jurisdiction: Singapore | 28 September 2026 | MOM stop-work; investigation ongoing

INCIDENT SUMMARY

On 28 September 2026, at approximately 4:15 p.m., a 22-year-old construction worker died after falling from the 12th storey of the Tanjong Rhu Riverfront II Build-To-Order (BTO) construction site at Tanjong Rhu Road, Kallang. The worker was carrying out concrete casting works using a mobile concrete pump with co-workers when the incident occurred. He was pronounced dead at the scene by an SCDF paramedic.

The worker was employed by Ann Yu Construction, a subcontractor, while the main contractor is BHCC Construction Singapore. The Housing & Development Board (HDB) is the project developer. MOM ordered BHCC Construction to cease concrete casting operations using the mobile concrete pump at the worksite, and HDB suspended all works at the site until further notice. MOM stated that concrete casting equipment must be inspected before use, that work activities must be properly supervised, and that measures must be in place to prevent falls when working at height. Police said foul play was not suspected based on preliminary investigations.

KEY LEGAL LESSON

Under section 12 of the Workplace Safety and Health Act 2006, the employer must take, so far as is reasonably practicable, measures to ensure the safety and health of its employees at work, including providing adequate supervision and ensuring equipment is safe. Under section 14A, the principal (BHCC Construction) has additional duties to ensure the safety of the subcontractor's employees. A subcontract that assigns concreting and height-work duties without verifying that the main contractor has inspected the equipment, assessed fall risks, and implemented exclusion zones leaves the subcontractor carrying execution risk while the principal retains non-delegable statutory duties.

03 Sham Shui Po Truss-Out Scaffold (Hong Kong) — Scaffolder Falls from 7th Floor

Jurisdiction: Hong Kong SAR | 11 September 2026 | LD suspension notices; investigation ongoing

INCIDENT SUMMARY

On 11 September 2026, at approximately 11:30 a.m., a 50-year-old scaffolder surnamed Wan died after falling from approximately the seventh floor of a building at 228–230 Yu Chau Street, Sham Shui Po, Hong Kong. Wan, described as a third-tier subcontractor with more than a decade of experience, was erecting a truss-out scaffold on the external wall when he fell while carrying or falling with a wall-mounted "dog-arm" bracket. He was reportedly wearing a safety harness at the time. He was taken unconscious to Caritas Medical Centre and later certified dead.

This was Hong Kong's 19th fatal construction accident in 2026 and the second involving truss-out platforms. The Labour Department immediately deployed staff to the scene, issued suspension notices to the contractors concerned, and prohibited the erection, alteration, dismantling, and use of scaffolds on the building's external wall until suitable risk-abatement measures are taken. The Labour Department stated that contravention of the Occupational Safety and Health Ordinance carries a maximum fine of HK$10 million and imprisonment for two years. The Association for the Rights of Industrial Accident Victims reported that Wan's family was under significant financial strain.

KEY LEGAL LESSON

Under Hong Kong's Occupational Safety and Health Ordinance, employers must provide safe working environments, plant, and systems of work. The fact that the worker was reportedly wearing a safety harness does not, by itself, discharge the employer's duty — the question is whether the harness was continuously attached to a suitable and secure anchor point, and whether the concrete substrate to which the bracket was fixed had been assessed for strength before the scaffold was erected. A contract that engages a third-tier subcontractor for scaffold work without ensuring that anchor-point adequacy and substrate assessment obligations flow through every tier leaves the main contractor exposed to the full scope of its statutory duties.

Sources: see References section. Key reports:

- Chosun Ilbo / Seoul Economic Daily (Seoul ceiling collapse, Hyundai E&C)
- The Straits Times / AsiaOne / Mothership.SG (Singapore Tanjong Rhu BTO fall)
- South China Morning Post / Bastille Post / Dimsum Daily (Hong Kong Sham Shui Po scaffold fall)

RECURRING RISK THEMES | PRE-SIGNING BLIND SPOTS

Three legal risks recur across these incidents and warrant leadership attention before any agreement is signed. Each risk arises from a failure to verify structural integrity, equipment safety, or subcontract compliance before work proceeds.

R1

Accepting Structural Responsibility Without Verifying Temporary Works Integrity

The Seoul ceiling collapse shows that a main contractor can face investigation under the Serious Accidents Punishment Act even where the immediate cause appears to be a structural failure within a subcontractor's work area. Contracts that assign structural responsibility to subcontractors without requiring independent inspection of concrete placement, curing, and temporary works before work proceeds leave the main contractor exposed to criminal liability for failures it did not directly supervise.

R2

Assigning Height-Work Duties Without Verifying Equipment and Fall-Protection Systems

The Singapore fall from the 12th storey during concreting shows that equipment inspection and fall-prevention measures cannot be assumed. MOM's response — ordering cessation of concrete casting with the mobile pump — highlights that the equipment itself may be a risk factor. Contracts that assign height-work duties without requiring verification of equipment inspection records, fall-protection systems, and exclusion zones before work begins leave the subcontractor and principal exposed.

R3

Engaging Multi-Tier Subcontractors Without Ensuring Scaffold Safety Obligations Flow Through

The Hong Kong scaffolder's death illustrates the danger of multi-tier subcontracting for high-risk scaffold work. The worker was a third-tier subcontractor, and the main contractor was not identified in reporting. Contracts that do not ensure scaffold safety obligations — including anchor-point adequacy, substrate assessment, and continuous harness attachment — flow through every tier with audit rights leave the main contractor unable to verify compliance and fully exposed under the Occupational Safety and Health Ordinance.

LESSONS LEARNED & STRATEGIES

Three strategies that could have avoided unnecessary liability in the cases reviewed above. Each strategy addresses a specific verification or compliance gap that was commercially ignored before signing.

S1

Strategy 1 — Require Independent Verification of Temporary Works Before Accepting Structural Responsibility

Before signing any subcontract that assigns structural or temporary-works responsibility, require an independent inspection of concrete placement, curing records, and formwork integrity. Include a contractual right to halt work if these inspections are not completed or if their results are unsatisfactory.

S2

Strategy 2 — Verify Fall-Protection Systems and Equipment Inspection Protocols Before Signing Height-Work Subcontracts

Any subcontract involving work at height should require the main contractor to provide verified equipment inspection records, fall-protection system designs, and exclusion-zone plans before work begins. Reserve the right to pause work if equipment has not been inspected or if fall-prevention measures are not in place.

S3

Strategy 3 — Ensure Back-to-Back Scaffold Safety Obligations with Audit Rights Across All Subcontract Tiers

Where scaffold work is engaged through multiple subcontract tiers, ensure that safety obligations — including anchor-point adequacy, substrate assessment, and continuous harness attachment — are passed through back-to-back at every tier, with audit rights reserved for the main contractor to verify compliance at any level.

ASSERTING YOUR RIGHTS | RESPONSE PROTOCOL

Three steps to demand your rights when a reasonable claim is refused or a stop-work order creates uncompensated loss. Each step is designed to create a contemporaneous record anchored to the specific statutory duty at issue.

01

Step 1 — Anchor the Claim to the Specific Statutory Duty Breached

Where a claim arises from an accident or stop-work order, tie it precisely to the statutory duty breached — whether under Singapore's WSH Act, South Korea's Occupational Safety and Health Act, or Hong Kong's Occupational Safety and Health Ordinance — and to the specific control failure that caused or contributed to the event.

02

Step 2 — Demand Written Reasons for Refusal or Stop-Work Direction

If a principal, main contractor, or approving authority refuses a reasonable request for information, equipment verification, or compensation following a stop-work order, ask for written reasons immediately and, failing that, issue the company's own written record of what was requested, what was refused, and when.

03

Step 3 — Escalate Promptly Through the Contractual Hierarchy

If the refusal stands, move quickly to the next available forum — senior management review, dispute board, statutory adjudication, arbitration, or litigation — while carefully tracking notice periods and condition precedents, since delay is one of the most common reasons an otherwise valid claim is later defeated.

RECOMMENDED ACTIONS | LEADERSHIP DISTRIBUTION

The following actions are recommended for immediate communication to project teams, contract managers, and commercial leadership. Each action can be implemented without disrupting existing business relationships.

ACTION 1 Verify temporary works before accepting structural responsibility

Before signing any subcontract involving structural or temporary-works responsibility, require independent inspection of concrete placement, curing, and formwork integrity, with a right to halt work if inspections are incomplete.

ACTION 2 Verify fall-protection and equipment for height-work subcontracts

Any subcontract involving work at height must include verified equipment inspection records, fall-protection system designs, and exclusion-zone plans before work begins, with the right to pause if they are missing.

ACTION 3 Ensure back-to-back scaffold safety across all tiers

Where scaffold work passes through multiple subcontract tiers, ensure safety obligations flow back-to-back at every tier, with audit rights reserved for the main contractor to verify compliance at any level.

HOW RXM ADVISORY CAN ASSIST

BEFORE EXECUTION

Review subcontracts to ensure that structural, height-work, and scaffold safety obligations are

DURING DELIVERY

Structure independent verification requirements for temporary works, fall-protection systems, and

AFTER AN INCIDENT

Analyse the contractual chain against statutory duties, assess exposure to stop-work orders and

aligned with statutory duties across all jurisdictions, and that verification and audit rights are reserved before signing.

equipment inspections, and assist in drafting notices when a principal or main contractor refuses reasonable safety-related requests.

criminal liability under the relevant safety legislation, and structure claims against parties whose failure to verify or share information contributed to the loss.

To arrange a consultation or a contract risk review, contact RXM Advisory Pte Ltd at michael@rxmadvisory.com or +65 9616 9848.

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建筑事故与意外 — 亚洲

2026年9月亚洲三宗建筑致命事故：结构失效、高空坠落与多层分包风险

一. 现实案例：三宗事故说明签约前的盲点如何在事故后转化为责任

01 首尔住宅工地（现代建设）—天花板坍塔击中工人致死

司法管辖区：韩国 | 2026年9月29日 | 劳动部叫停工；调查进行中

事故概要

2026年9月29日约上午9时45分，一名30多岁的哈萨克斯坦工人在首尔瑞草区一处住宅建筑工地的23楼一个单元内，被坍塔的混凝土天花板击中身亡。该工人当时正等待开始清洁工作。该工地由现代建设工程公司施工，该公司是韩国最大的建筑公司之一。

韩国雇用劳动部（MOEL）事发后立即叫停工地作业，并由严重事故调查科及建筑业灾害预防监督科展开调查。警方及劳动部正审查是否对现代建设及其分包商提起业务过失致死罪及违反《职业安全与健康法》及《严重事故处罚法》的指控。截至报道日未提出任何指控。

关键法律教训

韩国《严重事故处罚法》对未履行安全义务的企业主及管理者施以刑事责任。若合同将结构及临时工程责任交给分包商，却未要求总承包商独立检查混凝土浇筑及养护过程，则双方都将暴露于责任之下——分包商承担执行风险，总承包商承担法定不可委托的安全义务。

02 丹戎鲁河滨水花园二期BTO工地（新加坡）—12楼坠落致死

司法管辖区：新加坡 | 2026年9月28日 | MOM叫停混凝土浇筑；调查进行中

事故概要

2026年9月28日约下午4时15分，一名22岁建筑工人在丹戎鲁河路的丹戎鲁河滨水花园二期BTO建筑工地的12楼坠落身亡。该工人当时正与同事使用移动混凝土泵车进行混凝土浇筑作业。新加坡民防部队员在现场宣布其死亡。

该工人受雇于分包商安宇建筑（Ann Yu Construction），总承包商为BHCC Construction Singapore，项目发展商为建居发展局（HDB）。人力部令BHCC暂停使用移动混凝土泵车的混凝土浇筑作业，HDB暂停该工地所有工程。人力部表示，混凝土浇筑设备必须在使用前检查，工作活动必须受到适当监督，且高空作业时必须有防坠落措施。警方表示初步调查未发现犯罪嫌疑。

关键法律教训

根据2006年《工作场所安全与健康法》第12条，雇主有义务在合理可行范围内采取措施确保雇员安全，包括提供充分监督及确保设备安全。根据第14A条，主体（BHCC）有额外义务确保分包商雇员的安全。若合同将高空作业及混凝土浇筑职责交给分包商，却未核实总承包商已检查设备、评估坠落风险及设置隔离区，则分包商承担执行风险，而主体仍承担不可委托的法定义务。

03 深水埗棚架（香港）—棚工从7楼坠落致死

司法管辖区：香港特别行政区 | 2026年9月11日 | 劳工处发出暂停通知；调查进行中

事故概要

2026年9月11日约上午11时30分，一名50岁棚工（姓万）在香港深水埗河洲街228至230号一幢建筑物的外墙搭建棚架时，从约7楼高处坠落至平台后身亡。万被描述为第三层分包商，有十多年经验，事发时据报正在佩戴安全带。他被送往明爱医院时已昏迷，后来不治身亡。

这是香港2026年第19宗建筑致命事故，也是第二宗涉及棋式平台的事故。劳工处立即展开调查，向相关承包商发出暂停通知，禁止该建筑物外墙的棚架搭建、改变、拆除及使用，直至满意的减风险措施被采取。劳工处表示，违反《职业安全及健康条例》最高可罚渾1000万港元及监禁两年。

关键法律教训

根据香港《职业安全及健康条例》，雇主必须提供安全的工作环境、设备及工作系统。工人据报正在佩戴安全带这一事实本身并不能解除雇主的义务——关键问题是安全带是否持续连接至安全锚点，以及固定棋架的混凝土基质是否在搭建前已被评估。若合同将棚架工作交给第三层分包商，却未确保锚点充分性及基质评估义务在每一层级中传递，则总承包商将暴露于其法定义务的全部范围内。

二. 许多公司在签约前仍会忽略的三类法律风险

R1 接受结构责任却未核实临时工程完整性

首尔天花板坍塔案例显示，即使直接原因似乎是分包商工作区域内的结构失效，总承包商仍可能面临《严重事故处罚法》下的调查。合同若将结构责任交给分包商，却未要求在工程开始前独立检查混凝土浇筑、养护及临时工程，则总承包商将暴露于未直接监督的失败的刑事责任。

R2 赋予高空作业职责却未核实设备及防坠落系统

新加坡从12楼坠落案例显示，设备检查及防坠落措施不可假定。人力部叫停移动混凝土泵车浇筑作业说明设备本身可能是风险因素。合同若在未要求核实设备检查记录、防坠落系统及隔离区的情况下赋予高空作业聃责，则分包商及主体都将暴露于风险之下。

R3 多层分包未确保棚架安全义务在每层级中传递

香港棚工死亡案例说明了多层分包进行高风险棚架工作的危险。死者为第三层分包商，报道未提及总承包商名称。合同若未确保棚架安全义务——包括锚点充分性、基质评估及持续安全带连接——在每一层级中传递，则总承包商将无法核实合规性且完全暴露于《职业安全及健康条例》下的责任。

三. 三项本可避免不必要责任的策略

S1

策略一 — 接受结构责任前要求独立核实临时工程完整性

在签署任何分包合同前，要求对混凝土浇筑、养护及模板完整性进行独立检查。纳入合同权利：若检查未完成或结果不符，可叫停工作。

S2

策略二 — 签署高空作业分包合同前核实防坠落系统及设备检查协议

任何涉及高空作业的分包合同应要求总承包商在工作开始前提供经核实的设备检查记录、防坠落系统设计及隔离区计划。保留在设备未检查或防坠落措施缺失时暂停的权利。

S3

策略三 — 确保棚架安全义务在所有分包层级中背靠背传递并保留审计权

当棚架工作经多层分包进行时，确保安全义务——包括锚点充分性、基质评估及持续安全带连接——在每一层级背靠背传递，并为总承包商保留在任何层级核实合规性的审计权。

四. 当合理索赔不被允许时，可采取的三项主张措施

01

步骤一 — 将索赔与被违反的具体法定义务直接挂钩

若索赔源于事故或停工令，应将其精确地与被违反的法定义务挂钩——无论是新加坡《工作场所安全与健康法》、韩国《职业安全与健康法》还是香港《职业安全及健康条例》——以及导致或促成该事件的具体控制失败。

02

步骤二 — 要求对方书面说明拒绝或停工原因

若主体、总承包商或批准机构拒绝合理请求，应立即要求对方书面说明理由；若对方不愿提供，也应自行发出书面记录，载明所请求内容、被拒绝内容及日期。

03

步骤三 — 及时按合同层级升级处理

若拒绝维持，应尽快转向下一个可用的争议解决途径——管理层复核、争议审查、法定裁决、仲裁或诉讼，同时仔细追踪通知期限及先决条件。

五. 可广泛分发给客户的三项实务建议

建议 1 接受结构责任前核实临时工程

在签署任何涉及结构或临时工程责任的分包合同前，要求对混凝土浇筑、养护及模板完整性进行独立检查，并保留在检查不完整时叫停的权利。

建议 2 核实高空作业分包的防坠落及设备

任何涉及高空作业的分包合同必须包括经核实的设备检查记录、防坠落系统及隔离区计划，以及在缺失时暂停的权利。

建议 3 确保棚架安全在所有层级背靠背传递

当棚架工作经多层分包进行时，确保安全义务在每一层级背靠背传递，并为总承包商保留审计权。

六. RXM 如何协助

签署前

审阅分包合同，确保结构、高空作业及棚架安全义务与各司法管辖区的法定义务对齐，并在签约前保留核实及审计权。

执行阶段

设计临时工程、防坠落系统及设备检查的独立核实要求，并在主体或总承包商拒绝合理安全请求时协助起草通知。

事故发生后

将合同链与法定义务对比分析，评估停工令及刑事责任的暴露，并组织对未核实或未共享信息的方的索赔。

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