

DHSC Terms and Conditions for the Supply of Goods

The Authority	Department of Health and Social Care
The Supplier	Yearntree Ltd, trading as Deflecto Europe Units 1-6 Estuary Road, Queensway Meadows Ind Est. Newport, Gwent. NP19 4SP
Date	20th April 2020
Type of Goods	TYPE 11R Face Masks accredited by SGS

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules ("**Schedule~~s~~**") contained in the document (DHSC Contract for Goods - Terms and Conditions April 2020.pdf) The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

The Definitions in Schedule 3 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Definitions and Interpretations
Schedule 4	Additional Special Conditions

Schedules 2, 3 and 4 are contained in the document DHSC Contract for Goods - Terms and Conditions April 2020.pdf

Order Form

1. Contract Reference	Case 2362(A)
2. Date	20 th April 2020
3. Buyer	Secretary of State for Health and Social Care, on behalf of the Crown
4. Supplier	Yearntree Ltd, trading as Deflecto Europe
5. The Contract	The Supplier shall supply the deliverable described below on the terms set out in this Order Form and schedule 2.

	<p>Unless the Contract otherwise requires, capitalised expressed used in this Order Form have the same meanings as in Schedule 3.</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</p> <p>Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>
6. Deliverables	<p>██████ TYPE 11R Face Masks accredited by SGS As per details provided on 07 April 2020</p> <p>Delivered in accordance with the following instructions: Ex-Works - to be collected from factory</p> <p>Date(s) of Delivery: ██████ 20th May 2020</p>
7. Specification	<p>The specification of the Deliverables is as set out: TYPE 11R Face Masks accredited by SGS As per details provided on 07 April 2020 CN15/21672 Directive 93/42/EEC</p>
8. Term	<p>The Term shall commence on 20th April 2020</p> <p>And the Expiry Date shall be 31st July 2020 unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Buyer may extend the Contract for a period of up to 3 months by giving not less than 5 Business days' <i>notice</i> in writing to the supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be: Total order - ██████ £280,000 Ex-VAT 50% upfront payment on submission of <i>invoice</i> - £140,000 Ex-VAT followed by 1 x payments of £140,000 Ex-Works as per delivery dates set out in 6. Deliverables</p>
10. Payment	<p>All invoices must be sent quoting a valid purchase order number. DHSC is mb-paymentqueries@dhsc.gov.uk</p> <hr/> <p>Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number</p>

	<p>(the "PO Number"). You must in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to DHSC is mb-Qa'.!Jjentg!.!ries@dhsc.gov.uk</p>
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p><i>[Contract Manager name and contact details]</i></p>
12. Seller's Authorised Representative(s) 13. Procedures and Policies	<p>For general liaison your contact will continue to be [REDACTED] Tel: [REDACTED]</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclose and Barring Service check.</p> <p>The supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Deputy Director	Date	26 th April 2020

Signed by the authorised representative of THE SUPPLIER

[REDACTED] – Managing Director
