

Appendix 1**National Microbiology Framework Agreement
Launch Diagnostics Limited
Order Form – C340559****FROM**

Authority:	UK Health Security Agency (“the Authority ”)
Invoice address:	Post: UKHSA Accounts Payable Team Manor Farm Road Porton Down Salisbury SP4 0JG United Kingdom E-mail: [REDACTED]
Contract Manager:	UKHSA Birmingham Name: [REDACTED] Email: [REDACTED] UKHSA Cambridge Name: [REDACTED] Email: [REDACTED] UKHSA Colindale Name: [REDACTED] Email: [REDACTED] Name: [REDACTED] Email: [REDACTED]

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	<p>UKHSA Manchester</p> <p>Name: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>UKHSA Porton Down</p> <p>Name: [REDACTED]</p> <p>Email: [REDACTED]</p>
Secondary Contact: e.g. business operational contact, project manager	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email: [REDACTED]</p>
Procurement lead	<p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>E-mail: [REDACTED]</p>
Name and address for notices:	<p>Name: [REDACTED]</p> <p>Address: UK Health Security Agency 10 South Colonnade Canary Wharf London E14 4PU</p>
Internal reference (if applicable):	<p>To be quoted on all correspondence relating to this Order Form: Contract Reference: C340559</p>

TO

Supplier:	<p>Launch Diagnostics Limited (the “Supplier”)</p> <p>Unit 20 Ash Way Thorp Arch Estate Wetherby England LS23 7FA</p> <p>Company Number: 02427295</p>
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Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Registered Address: Launch Diagnostics Limited Lakeview West Crossways Business Park Galleon Boulevard Dartford Kent DA2 6QE

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Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract												
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)												
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)												
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))												
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)												
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)												
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))												
Appendix H	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p> <table border="1"> <tr> <td>1. TUPE applies at the commencement of the provision of Services</td><td><input type="checkbox"/></td></tr> <tr> <td>2. TUPE on exit</td><td><input type="checkbox"/></td></tr> <tr> <td>3. Different levels and/or types of insurance</td><td><input type="checkbox"/></td></tr> <tr> <td>4. Induction training for Services</td><td><input type="checkbox"/></td></tr> <tr> <td>5. Further Authority obligations</td><td><input type="checkbox"/></td></tr> <tr> <td>6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services</td><td><input type="checkbox"/></td></tr> </table>	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>	2. TUPE on exit	<input type="checkbox"/>	3. Different levels and/or types of insurance	<input type="checkbox"/>	4. Induction training for Services	<input type="checkbox"/>	5. Further Authority obligations	<input type="checkbox"/>	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>	(only applicable if one or more boxes are checked)
1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>													
2. TUPE on exit	<input type="checkbox"/>													
3. Different levels and/or types of insurance	<input type="checkbox"/>													
4. Induction training for Services	<input type="checkbox"/>													
5. Further Authority obligations	<input type="checkbox"/>													
6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>													

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7. Inclusion of a Change Control Process	<input type="checkbox"/>
8. Authority step-in rights	<input type="checkbox"/>
9. Guarantee	<input type="checkbox"/>
10. Termination for convenience	<input checked="" type="checkbox"/>
11. Pre-Acquisition Questionnaire	<input type="checkbox"/>
12. Time of the essence (Goods)	<input type="checkbox"/>
13. Time of the essence (Services)	<input checked="" type="checkbox"/>
14. Specific time periods for inspection	<input type="checkbox"/>
15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
17. Expert Determination	<input checked="" type="checkbox"/>
18. Consigned Goods	<input type="checkbox"/>
19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
20. Management Charges and Information	<input type="checkbox"/>
21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>
22. Buffer stock requirements	<input type="checkbox"/>
23. Modern slavery	<input checked="" type="checkbox"/>
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.	
<input checked="" type="checkbox"/> (only applicable if this box is checked)	

1. CONTRACT DETAILS**(1.1) Commencement Date:**

The date this Order Form is signed by both Parties (the Authority and the Supplier).

(1.2) Services Commencement Date (if applicable):

The date this Order Form is signed by both Parties (the Authority and the Supplier).

(1.3) Contract Price ((i) breakdown and (ii) payment profile):

1.3.1. The maximum value of the Services that can be ordered under this Contract shall be two hundred and twenty-nine thousand, six hundred and seventy-one pounds and ninety-eight pence (£229,671.98) (the “**Contract Price**”).

1.3.2. For the avoidance of doubt, the Authority is not committed to pay the full Contract Price.

1.3.3. The Contract Price excludes VAT at the applicable rate.

1.3.4. Only purchase orders placed directly by the Authority are binding under this Contract (“**PO**”).

1.3.5. Full detail of the Contract Price is contained within Table 1 – Contract Price Breakdown (ex VAT):

Table 1 – Contract Price Breakdown (ex VAT)

Laboratory	Instrument	S/N	2025	2026	2027
Birmingham	Magpurix 12a	203111			
Birmingham	DS2	1DSA1013			
Cambridge	DS2	1DSA0134			
Colindale - Reference Microbiology	DS2	1DSA1713			
Colindale - Reference Microbiology	DS2	1DSA0964			
Colindale - Reference Microbiology	DS2	1DSA1077			
Colindale - Reference Microbiology	DS2	1DSA0920			
Colindale - Reference Microbiology	Autoblot	AB30108-538			

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Manchester	DS2	1DSA0232			
Manchester	DS2	1DSA0517			
Porton	DS2	1DSA2047			
Porton	DS2	1DSA0730			
Porton	DS2	1DSA1200			
Porton	Virclia	171243-948			
Porton	Virclia	181258-1104			
Porton	Gemini system	6280000332			
Porton	Gemini system	6280000631			
Porton	Gemini system	6280000699			
Porton	Gemini system	6280000690			
Porton	Gemini system	6280000705			
Total per Year			£	£	
Three Year Total			£229,671.98		

1.3.6. Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.

1.3.7. POs issued by the Authority in respect of this Contract do not form part of this Contract.

(1.4) Term of Contract:

1.4.1 This Contract shall commence on the date the Order Form is signed by both Parties (the “**Commencement Date**”) and shall, unless terminated earlier in accordance with its terms, expire on 2nd December 2028 (the “**Term**”).

1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to Clause 10 (Termination for convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier no less than 3 (three) months written notice.

(1.5) Term extension options:

- 1.5.1 The Authority, at its sole discretion, shall be able to extend this Contract for 2 (two) periods of up to 12 (twelve) months at a time, totalling 24 (twenty-four) months, to 2nd December 2030, (the “**Extension Period**”), in accordance with Clause 15.2 of the Call Off Terms and Conditions.
- 1.5.2 The Authority may, but is not committed to, extend this Contract with a budget similar to that of the original contract, subject to internal review and approvals.
- 1.5.3 The Authority may request a quote for the extension period as early as 1st August 2028.
- 1.5.4 In accordance with Schedule 6 - Guidance of the Framework Agreement, the Supplier shall provide a quote where any price increases should not exceed the Consumer Price Index (CPI) for the previous 12 (twelve) months prior to the submission date. The Supplier shall quote in accordance with, and not exceeding, the prices listed on the Framework Agreement.
- 1.5.5 In exceptional circumstances, at its sole discretion, the Authority reserves the right to consider another index in place of the CPI.

2. GOODS AND/OR SERVICES REQUIREMENTS**(2.1) Description of the Services:**

- 2.1.1. The Supplier shall provide the Services stated in Table 2 – Supplier Services Information and Timeframes (the “**Specification of the Services**”) for the equipment listed in Table 1 of this Order Form.

Table 2 – Supplier Services Information and Timeframes

Laboratory	Instrument	S/N	Service Timeframe for		Service Details
			Year 1		
			Year 2		
			Year 3		
Birmingham Heartlands	Magpurix 12a	203111	23/03/25 – 22/03/26	23/03/26 – 22/03/27	The price includes call outs, parts, labour and 1 annual preventative maintenance visit.
			23/03/27 – 22/03/28		
Birmingham Heartlands	DS2	1DSA1013	01/01/25 – 31/12/25	01/01/26 – 31/12/26	The price includes call outs, parts, labour and
			01/01/27 – 31/12/27		

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				2 annual preventative maintenance visits.
Cambridge	DS2	1DSA0134	23/01/25 – 22/01/26 23/01/26 – 22/01/27 23/01/27 – 22/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Colindale - Reference Microbiology	DS2	1DSA1713	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Colindale - Reference Microbiology	DS2	1DSA0964	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Colindale - Reference Microbiology	DS2	1DSA1077	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Colindale - Reference Microbiology	DS2	1DSA0920	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Colindale - Reference Microbiology	Autoblot	AB30108-538	28/10/25 – 27/10/26 28/10/26 – 27/10/27 28/10/27 – 28/10/28	The price includes call outs, parts, labour and 1 annual preventative maintenance visits per instrument.
Manchester	DS2	1DSA0232	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Manchester	DS2	1DSA0517	24/01/25 – 23/01/26 24/01/26 – 23/01/27	The price includes call outs, parts, labour and

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			24/01/27 – 23/01/28	2 annual preventative maintenance visits per instrument.
Porton	DS2	1DSA2047	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	DS2	1DSA0730	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	DS2	1DSA1200	24/01/25 – 23/01/26 24/01/26 – 23/01/27 24/01/27 – 23/01/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Virclia	171243-948	03/12/25 – 02/12/26 03/12/26 – 02/12/27 03/12/27 – 02/12/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Virclia	181258-1104	03/12/25 – 02/12/26 03/12/26 – 02/12/27 03/12/27 – 02/12/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Gemini system	6280000332	30/06/25 – 29/06/26 30/06/26 – 29/06/27 30/06/27 – 29/06/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Gemini system	6280000631	16/04/25 – 15/04/26 16/04/26 – 15/04/27 16/04/27 – 15/04/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.

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Porton	Gemini system	6280000699	16/04/25 – 15/04/26 16/04/26 – 15/04/27 16/04/27 – 15/04/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Gemini system	6280000690	16/04/25 – 15/04/26 16/04/26 – 15/04/27 16/04/27 – 15/04/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.
Porton	Gemini system	6280000705	16/04/25 – 15/04/26 16/04/26 – 15/04/27 16/04/27 – 15/04/28	The price includes call outs, parts, labour and 2 annual preventative maintenance visits per instrument.

2.1.2 The price for the DS2, Gemini and Virclia instruments includes two annual preventative maintenance visits, and the Autoblott and Magpurix 12a includes one annual preventative maintenance visit.

2.1.3 POs shall be issued for the equipment listed above according to the individual date of service commencement each year.

2.1.4 The Supplier shall carry out the Services to the standards shown in Appendix 1 – Specification Details of the Services.

2.1.5 The Authority may at any time remove Instruments from the Contract or move Instruments between laboratory sites. The Authority may at any time substitute or add instruments to the Contract. The Authority shall provide the Supplier with as much notice of Instrument moves as possible and, in any event, not less than 10 (ten) days' notice. Upon notification from the Authority, the Supplier shall immediately suspend all costs related to, or arising from, such Instrument to the greatest extent possible. The Supplier shall not, in any event, charge the Authority any costs relating to such Instrument whatsoever or however arising after 30 (thirty) days of notification and immediate suspension.

2.1.6 Any damage to an instrument or in its performance following a move which has been carried by the Authority would be chargeable outside of the Contract.

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2.1.7 If any instrument is to be added to this agreement with no prior service from the Supplier, the Supplier reserves the right to carry out a Service Pre-Inspection visit that maybe chargeable to ensure equipment has been maintained to manufacturers recommended levels prior to contract inclusion.

2.1.8 For the avoidance of doubt and notwithstanding anything to the contrary herein, the Supplier shall be entitled to charge the Authority for any decommissioning and recommissioning (including site moves) which the Authority instructs the Supplier to undertake.

(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:

2.2.1. The Supplier shall perform the Services to the sites detailed in Table 3 – Premises and Locations (“**Premises and Locations**”) or such other location as the Authority reasonably specifies from time to time.

Table 3 – Premises and Locations

Site	Address	Site Contact	Email and Contact Number
Birmingham	Birmingham Heartlands Hospital Bordesley Green East Birmingham B9 5SS	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Cambridge	Clinical Microbiology & Public Health Laboratory UK Health Security Agency (UKHSA) Cambridge Level 6, Box 236, Addenbrooke's Hospital Hills Road Cambridge CB2 0QQ	[REDACTED]	[REDACTED] [REDACTED]
Colindale	UK Health Security Agency Colindale 61 Colindale Avenue London NW9 5EQ	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Manchester	Manchester Royal Infirmary Oxford Road Manchester M13 9WL	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Porton	UKHSA Porton Manor Farm Road Salisbury Wiltshire SP4 0JG	[REDACTED]	[REDACTED] [REDACTED]

2.2.2. All planned performance of the Services shall be pre-advised by the Supplier to the Authority's delivery contacts (the "**Delivery Contacts**") stated in Table 3 at least 2 (two) business days prior to the Services being performed on the Instruments.

2.2.3. The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services.

2.2.4. The Supplier shall provide the following information when notifying the Delivery Contacts:

- a. Supplier name;
- b. Authority's purchase order ("**PO**") number.

2.2.5 The Delivery Contacts will confirm:

- a. Booking reference number;
- b. Date and time of Supplier attending the relevant Premises and Location: and
- c. Premises and Location address where the Services shall be performed.

(2.3) Key personnel of the Supplier to be involved in the Goods / Services:

Name: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

(2.4) Performance Standards/Key Performance Indicators:

2.4.1. The Supplier shall deliver the Services in accordance with Good Industry Practice, in accordance with Schedule 2, Clause 1.1.5.

2.4.2. Timely delivery of the Services.

2.4.3. Quality of Services - Services performed in accordance with the Specification as stated in Section 2.1 and 2.5.

2.4.4. Proof of the Services having been performed in accordance with Annex A, clause 1.

(2.5) Quality standards:

2.5.1. The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority and in compliance with the ISO 15189:2022 standard for medical laboratories.

(2.6) Contract monitoring arrangements:

2.6.1 The Authority's Contract Managers and the Supplier's Contract Manager shall meet on a quarterly basis to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Authority).

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time.

2.7.2 The Supplier agrees to conform to the following Key Performance Indicators (the "KPIs") during the term of this contract and shall be obliged to provide compliance reports at the request of the Authority:

- Response time to calls and enquiries shall not exceed 48 hours.
- Any incidents which arise are communicated immediately to the Delivery Contacts or an appropriate team member.
- The usage and quantity of consumables used during repairs and calibrations are logged and recorded in a report by the Authority. These are to be discussed during each quarterly meeting.
- The Supplier shall ensure that the equipment is in full working order following any service visit prior to leaving the site.

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- a. Supplier pricing.
- b. Contact details including, but not limited to, email addresses, landline / mobile phone

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numbers, etc. of Supplier representatives.

- c. Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.

(3.2) Duration that the information shall be deemed Confidential Information:

For a period of 3 (three) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

Not Applicable.

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

Not Applicable.

For and on behalf of the Authority

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed:

18th March 2025

For and on behalf of the Supplier

DocuSigned by:



Full Name:



Job Title/Role:



Date Signed:

18/03/2025

Annex A

Order Specific Key Provisions

1. Acceptance

1.1. The following criteria for the acceptance of the Services performed by the Supplier by the Authority shall apply (**"Acceptance"**):

- a. Upon performance of the Services the Supplier shall produce and submit to the Authority a service report for signature by the Authority's authorised representative.

1.2. If Services are deemed not to be Accepted by the Authority, the Supplier shall reperform the Services at their own cost.

2. Invoicing Terms

2.1. Payment terms are net 30 (thirty) days from receipt of a compliant invoice.

2.2. Following signature of the contract by both Parties, the Authority will send a unique PO number. The Supplier must be in receipt of a valid PO number before submitting an invoice.

2.3. All invoices presented by the Supplier to the Authority shall be for Services performed by the Supplier and Accepted by the Authority.

2.4. All invoices must be sent for approval and shall include the proof of Acceptance to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative before being submitted for payment.

2.5. All invoices must be sent quoting a valid PO number.

2.6. The Supplier shall provide compliant invoices that include, as a minimum, a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.

Appendix 1 – Specification Details of the Services

Application Support: telephone or on-site support provided by Launch in connection with the integration of diagnostic reagents used in conjunction with the Maintained Equipment.

Business Day: a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Corrective Maintenance: means making any adjustments to the Maintained Equipment; and/or replacing any parts or components of the Maintained Equipment, required to restore the Maintained Equipment to Good Working Order, and includes Field Service Support, Application Support and Engineering Workshop Support.

REPLACEMENTS AND SPARE PARTS

In performing the Preventative Maintenance and the Corrective Maintenance, the Supplier shall use all reasonable endeavours to source spare parts required to restore the Maintained Equipment to Good Working Order.

All spare parts and/or replacements provided by the Supplier to the Authority shall become part of the Maintained Equipment. All parts and components removed from the Maintained Equipment by the Supplier in the course of performing the Maintenance Services shall no longer constitute part of the Maintained Equipment.