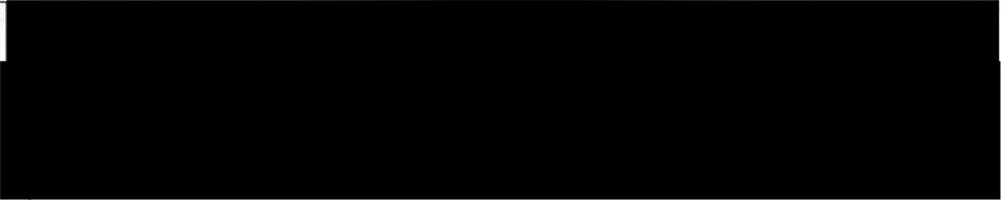
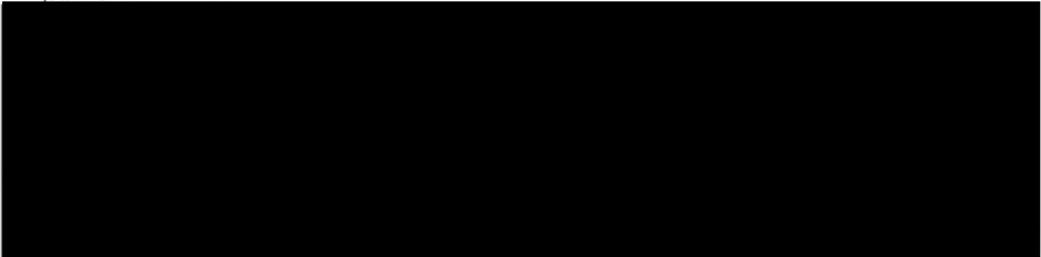


# Order Form

|                                     |   |
|-------------------------------------|---|
| <b>1. Contract Reference</b>        | 35365<br>Thames Barrier SCADA Upgrade   |
| <b>2. Date</b>                      | 17/03/2023  |
| <b>3. Authority</b>                 | Environment Agency<br>Thames Barrier Operational Area<br>Eastmoor Street<br>Charlton<br>London<br>SE7 8LX   |
| <b>4. Supplier</b>                  | Astec IT Solutions Ltd<br><br>Edric House, Towers Plaza, Wheelhouse Road<br>Staffordshire, WS15 1UW<br><br>Company Registration Number 04062330   |
| <b>4a. Supplier Account Details</b> |    |
| <b>5. The Contract</b>              | <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract condition and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"><li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li><li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li><li>3. Annexes 4 (<i>Tender Submission</i>).</li></ol> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p> |

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|-------------------------|--|--|
| <b>6. Deliverables</b>  | <b>Goods</b>   | <p>Supply and delivery of equipment to required sites.</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address:</p> <p>Environment Agency<br/>Thames Barrier Operational Area<br/>Eastmoor Street<br/>Charlton<br/>London<br/>SE7 8LX</p> <p>Date of Delivery: as agreed with Authority's project manager</p> <p>Packaging Instructions: please use recyclable packaging where possible, supplier is expected to dispose of any waste through the correct waste streams, WEEE (Waste Electrical and Electronic Equipment recycling) must comply.</p> <p>Additional Delivery Instructions: as instructed by Authority's project manager</p> |
|                         | <b>Services</b>  | <ul style="list-style-type: none"> <li>• System Investigation and Clarification</li> <li>• Architecture Design</li> <li>• System Build and Software Configuration</li> <li>• Factory Acceptance Testing</li> <li>• System Implementation and installation</li> <li>• SAT (Site Acceptance Test)</li> <li>• Commissioning of System</li> <li>• Project Documentation</li> <li>• User Manuals</li> <li>• Project Management and Governance</li> <li>• 30-day Warranty</li> </ul>   |
| <b>7. Specification</b> | <p>The specification of the Deliverables is as set out in Annex 2.</p>                                   |  |
| <b>8. Term</b>          | <p>The Term shall commence on 01/04/2023 and the Expiry Date shall be 31/08/2023, with no extension.</p> |  |
| <b>9. Charges</b>       |                      |  |

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| <p><b>10. Payment</b></p>   | <p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <div data-bbox="486 264 954 667" style="background-color: black; width: 293px; height: 180px; margin: 10px 0;"></div> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be 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 with Annex 3 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 the Authority's Authorised Representative(s).</p> |   |   |
| <p><b>11. Authority Authorised Representative(s)</b></p>  | <p>For general liaison your contact will continue to be</p> <div data-bbox="486 1160 1152 1339" style="background-color: black; width: 417px; height: 80px; margin: 10px 0;"></div> <p>or, in their absence,</p> <div data-bbox="486 1384 1182 1518" style="background-color: black; width: 436px; height: 60px; margin: 10px 0;"></div>  |   |   |
| <p><b>12. Address for notices</b></p>   | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Authority:</b></p> <div data-bbox="450 1570 1300 1675" style="background-color: black; width: 533px; height: 47px; margin: 5px 0;"></div> <p>Environment Agency<br/>Thames Barrier Operational Area<br/>Eastmoor Street<br/>Charlton<br/>London<br/>SE7 8LX</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Supplier:</b></p> <p>Astec IT Solutions<br/>Edric House, Towers Plaza,<br/>Wheelhouse Road,<br/>Rugeley,<br/>WS15 1UW</p> </td> </tr> </table>   | <p><b>Authority:</b></p> <div data-bbox="450 1570 1300 1675" style="background-color: black; width: 533px; height: 47px; margin: 5px 0;"></div> <p>Environment Agency<br/>Thames Barrier Operational Area<br/>Eastmoor Street<br/>Charlton<br/>London<br/>SE7 8LX</p> | <p><b>Supplier:</b></p> <p>Astec IT Solutions<br/>Edric House, Towers Plaza,<br/>Wheelhouse Road,<br/>Rugeley,<br/>WS15 1UW</p> |
| <p><b>Authority:</b></p> <div data-bbox="450 1570 1300 1675" style="background-color: black; width: 533px; height: 47px; margin: 5px 0;"></div> <p>Environment Agency<br/>Thames Barrier Operational Area<br/>Eastmoor Street<br/>Charlton<br/>London<br/>SE7 8LX</p> | <p><b>Supplier:</b></p> <p>Astec IT Solutions<br/>Edric House, Towers Plaza,<br/>Wheelhouse Road,<br/>Rugeley,<br/>WS15 1UW</p>   |   |   |

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| <b>13. Key Personnel</b>   | <table border="0"> <tr> <td style="vertical-align: top;"> <b>Authority:</b><br/> <br/> Environment Agency<br/> Thames Barrier Operational Area<br/> Eastmoor Street<br/> Charlton<br/> London<br/> SE7 8LX </td> <td style="vertical-align: top;"> <b>Supplier:</b><br/> Astec IT Solutions<br/> Edric House, Towers Plaza,<br/> Wheelhouse Road,<br/> WS15 1UW </td> </tr> </table>    | <b>Authority:</b><br><br>Environment Agency<br>Thames Barrier Operational Area<br>Eastmoor Street<br>Charlton<br>London<br>SE7 8LX | <b>Supplier:</b><br>Astec IT Solutions<br>Edric House, Towers Plaza,<br>Wheelhouse Road,<br>WS15 1UW |
| <b>Authority:</b><br><br>Environment Agency<br>Thames Barrier Operational Area<br>Eastmoor Street<br>Charlton<br>London<br>SE7 8LX | <b>Supplier:</b><br>Astec IT Solutions<br>Edric House, Towers Plaza,<br>Wheelhouse Road,<br>WS15 1UW   |  |  |
| <b>14. Procedures and Policies</b>   | <p>All personnel who will be involved with the on-site physical works and who will have access to Thames Barrier data (such as drawings and specifications) will be required to obtain and maintain a suitable level of clearance. The baseline standard acceptable is a Security Check (SC). Unescorted access to the operational areas will only be granted once suitable clearance has been obtained and a suitable site induction has been completed.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (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> |  |  |
| <b>15. Limitation of Liabilities</b>   | Set in Clause 12.1   |  |  |

|                      |  |
|----------------------|--|
| <b>16. Insurance</b> | <p>The Supplier shall hold the following insurance cover from the 01/04/2023 – 31/08/2024 for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"><li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li><li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li><li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;</li><li>- Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million.</li></ul> |
|----------------------|--|

Signed for and on behalf of the **Supplier**

Signed for and on behalf of the **Authority**



