



Government
Legal Department

THE DEPARTMENT OF HEALTH AND SOCIAL CARE

and

GLOBAL MANUFACTURING ASIA LIMITED

AGREEMENT OF VARIATION

relating to the supply of nitrile powder free examination gloves

THIS AGREEMENT is signed and dated

2021 (the “**Agreement**”)

BETWEEN:

- (1) The Department of Health and Social Care of 39 Victoria St, Westminster, London SW1H 0EU (the “**Authority**”); and
- (2) Global Manufacturing Asia Limited a company registered in Hong Kong whose registered office is at Room 2302, 23 floor, Tung Chiu, Commercial Center 193, Lockhard Road, Wanchai, Hong Kong (the “**Supplier**”),

together the “**Parties**” and each a “**Party**”.

BACKGROUND:

- A. The Authority and the Supplier are Parties to a contract for the supply of nitrile powder free examination gloves, dated 26 June 2020 (the “**Contract**”).
- B. The Authority and the Supplier are Parties to a variation of the Contract, dated 3rd August 2020 (the “**Variation**”).
- C. The Parties wish to include reference in the Contract to a revised delivery schedule, a revised term and revised payment terms. Consequently, the Parties wish to amend the Contract as set out in this Agreement.

IT IS AGREED as follows:

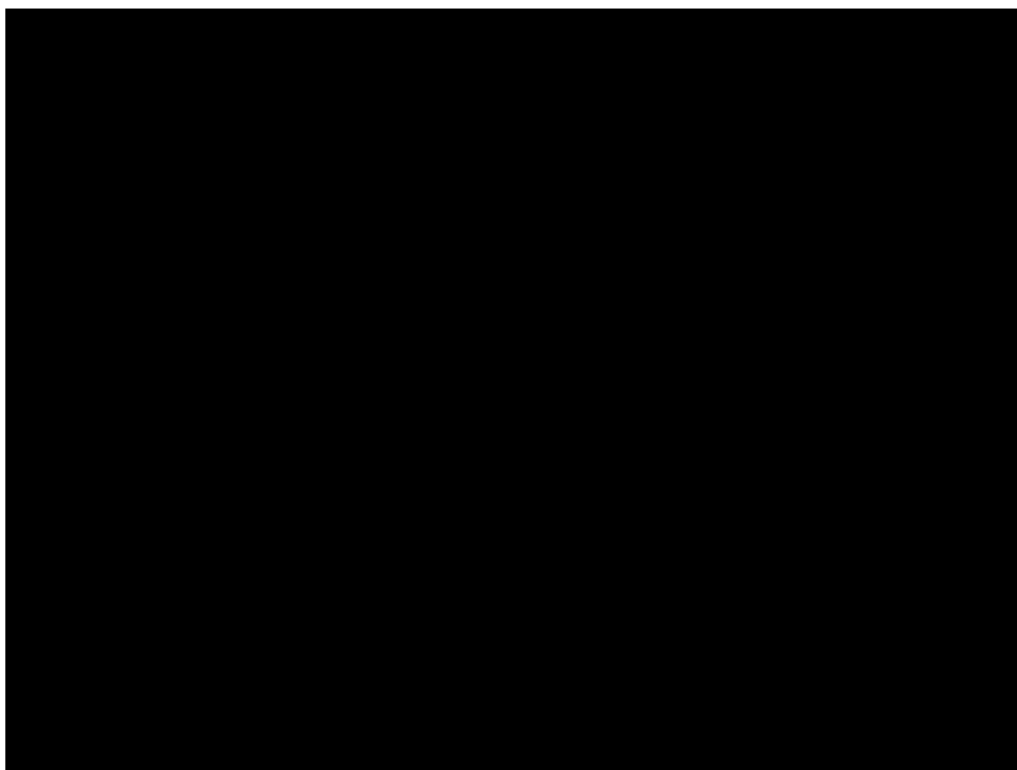
1 INTERPRETATION

- 1.1 In this Agreement, unless stated to the contrary, terms defined in the Contract and used in this Agreement have the meanings set out in the Contract. Except as set out in Clause 1.2, the rules of interpretation set out in the Contract shall apply to this Agreement.
- 1.2 To the extent that the terms of the Variation conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2 VARIATION

- 2.1 In consideration of the Supplier carrying out its obligations under this Agreement the Authority shall pay [REDACTED] to the Supplier.
- 2.2 With effect from the date of this Agreement (the “**Variation Date**”) the Parties agree to amend the Contract as follows:

- (a) Section 6 (Deliverables) of the Order Form of the Contract: the Date(s) of Delivery table shall be deleted and replaced with the following table:



- (b) The wording in Section 8 (Term) of the Order Form of the Contract shall be deleted and replaced with the following:

*“The Term shall commence on **26th June 2020**.*

*And the Expiry Date shall be **30th April 2021**, unless it is otherwise extended or terminated in accordance with the terms and conditions of this Contract.*

The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Business days’ notice in writing to the supplier prior to the Expiry Date. The terms and conditions of this Contract shall apply throughout any such extended period.”

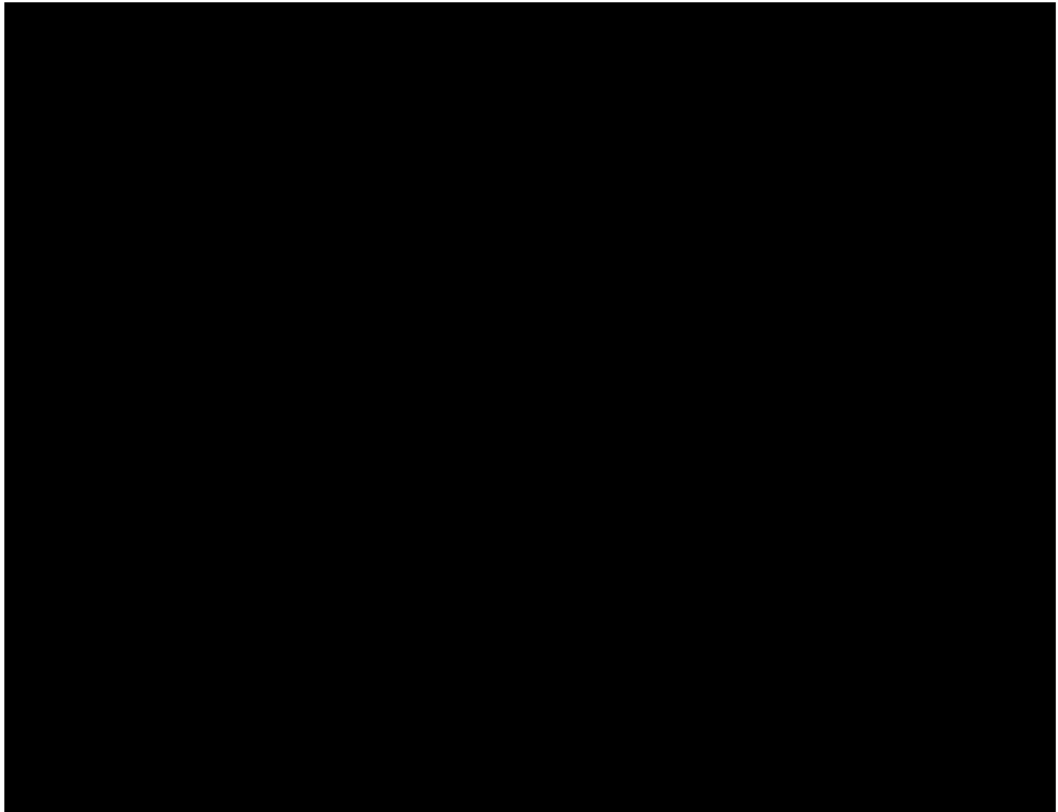
- (c) The wording in Section 10 (Payment) of the Order Form of the Contract shall be deleted and replaced with the following:

“All invoices must be sent quoting a valid purchase order number.

ALL Prices payable on [REDACTED] Basis

PAYMENT TERMS

*Payment of 100% of shipment to be paid upon receipt of proof of issue of Bill of Lading (**BoL**) relating to the Goods as per table below:*



The Parties agree that the payment terms set out above shall apply only in respect of this Order Form, and that nothing set out herein shall relieve the Supplier of its obligations to comply with, or otherwise vary the remaining terms of this Order Form or any other provision of this Contract.

The Supplier acknowledges and agrees that any advance payment of Charges as set out in this Order Form may be recovered by the Authority in accordance with the terms and conditions (including (without limitation) in the event that the Goods are delivered late or are rejected or otherwise in the event of the expiry or early termination of this Contract prior to the acceptance of any such Goods by the Authority).



Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the "PO Number"). You must be in receipt of a valid PO Number before submitting an invoice.



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.

If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to



- 2.3 Except as set out in Clause 2.2, the Contract shall continue in full force and effect.

3 THIRD PARTY RIGHTS

- 3.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

4 GOVERNING LAW AND JURISDICTION

- 4.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 4.2 The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter



Signed for and on behalf of the **Department of Health and Social Care** by:



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Name of Officer:

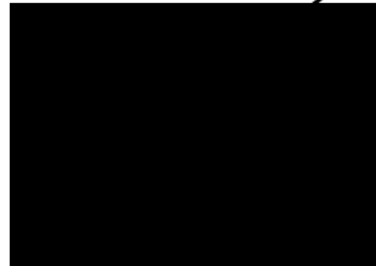


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Position in Organisation:

.....STRATEGY & OPERATIONAL ENABLERS LEAD.....

Signed for and on behalf of **Global Manufacturing Asia Limited** by:



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Name of Officer:



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Position in Organisation:

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