

## DHSC Terms and Conditions for the Supply of Goods

<b>The Authority</b>	<b>Department of Health &amp; Social Care</b>
<b>The Supplier</b>	<b>Una Health LTD</b>
<b>Date</b>	<b>03.08.2020</b>
<b>Type of Goods</b>	200,000 Orientgene Lateral Flow tests from Fortress, packaged to DHSC specification made up of <ul style="list-style-type: none"><li>• 182,736 with DHSC supplied test cassette in foil wrapper</li><li>• 17,264 with Fortress supplied test cassette in foil wrapper</li></ul>

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules ("**Schedules**") below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

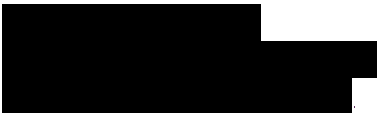
The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

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

### Schedules

<b>Schedule 1</b>	Key Provisions
<b>Schedule 2</b>	General Terms and Conditions
<b>Schedule 3</b>	Definitions and Interpretations
<b>Schedule 4</b>	Additional Special Conditions

## Order Form

<b>1. Contract Reference</b>	
<b>2. Date</b>	30.06.2020
<b>3. Buyer</b>	Department of Health & Social Care, 1 <sup>st</sup> Floor South, 39 Victoria Street, London, SW1H 0EU
<b>4. Supplier</b>	Una Health Ltd Unit 3 Scotia Road Business Park Stoke on Trent ST6 4HN 01782 575180 <a href="http://www.unahealth.co.uk/">http://www.unahealth.co.uk/</a> 
<b>5. The Contract</b>	<p>The Supplier shall supply the deliverable described below on the terms set out in this Order Form and the Schedules</p> <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>
<b>6. Deliverables</b>	(Goods)  <b>182,736 x</b>  Fortress Orientgene COVID 19 Self-Test Re-packaging 1 box and printing cost including the following: - One Orientgene test cassette in foil

	<p>pouch, (pouch contains test cassette and small pipette). <b>Test cassette supplied from stock by DHSC</b></p> <ul style="list-style-type: none"> <li>- One 1ml dropper bottle of buffer.</li> <li>- One Owen Mumford Unistik touch lancet, 23g, 2mm, yellow.</li> <li>- One Owen Mumford Unistik touch lancet, 21g, 2mm, orange.</li> <li>- One sterile wipe.</li> <li>- One sterile cotton wool ball.</li> <li>- One small plaster</li> </ul> <p><b>17,264 X</b></p> <p>Fortress Orientgene COVID 19 Self-Test including test cassette in foil wrapper and re-packaging 1 box and printing cost including the following:</p> <ul style="list-style-type: none"> <li>- One Orientgene test cassette in foil pouch, (pouch contains test cassette and small pipette). <b>Test cassette supplied by Fortress.</b></li> <li>- One 1ml dropper bottle of buffer.</li> <li>- One [REDACTED] touch lancet, 23g, 2mm, yellow.</li> <li>- One [REDACTED] touch lancet, 21g, 2mm, orange.</li> <li>- One sterile wipe.</li> <li>- One sterile cotton wool ball.</li> <li>- One small plaster</li> </ul> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address:</p> <p>Ipsos MORI Kings House, Kymberley Road Harrow, HA1 1PT – United Kingdom</p> <p>[REDACTED]</p> <p>Date(s) of Delivery: By 18<sup>th</sup> August 2020 – We will endeavour to have the complete shipment with you by the 18<sup>th</sup> August, but</p>
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	there may be slippage due to changes in the box and receipt of payment in advance.
<b>7. Specification</b>	<p>The specification of the Deliverables is as set out below:</p> <p><b>182,736 x</b></p> <p>Fortress Orientgene COVID 19 Self-Test Re-packaging 1 box and printing cost including the following:</p> <ul style="list-style-type: none"> <li>- One Orientgene test cassette in foil pouch, (pouch contains test cassette and small pipette). <b>Test cassette supplied from stock by DHSC</b></li> <li>- One 1ml dropper bottle of buffer.</li> <li>- One Owen Mumford Unistik touch lancet, 23g, 2mm, yellow.</li> <li>- One Owen Mumford Unistik touch lancet, 21g, 2mm, orange.</li> <li>- One sterile wipe.</li> <li>- One sterile cotton wool ball.</li> <li>- One small plaster</li> </ul> <p><b>17,264 X</b></p> <p>Fortress Orientgene COVID 19 Self-Test including test cassette in foil wrapper and re-packaging 1 box and printing cost including the following:</p> <ul style="list-style-type: none"> <li>- One Orientgene test cassette in foil pouch, (pouch contains test cassette and small pipette). <b>Test cassette supplied by Fortress.</b></li> <li>- One 1ml dropper bottle of buffer.</li> <li>- One Owen Mumford Unistik touch lancet, 23g, 2mm, yellow.</li> <li>- One Owen Mumford Unistik touch lancet, 21g, 2mm, orange.</li> <li>- One sterile wipe.</li> <li>- One sterile cotton wool ball.</li> <li>- One small plaster</li> </ul>
<b>8. Term</b>	The Term shall commence on 03/08/2020


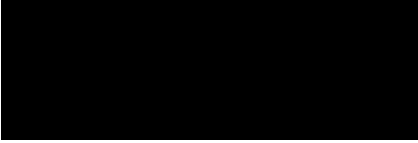

	<p>And the Expiry Date shall be 31/08/2020, unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 5 Business days' notice in writing to the supplier prior 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 set out below:</p> <table><tr><td></td><td></td><td>Total value (excl. VAT)</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td>TOTAL</td><td></td><td>£ 1,474,154.40</td></tr></table>			Total value (excl. VAT)																TOTAL		£ 1,474,154.40
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10. Payment	<p>All invoices must be send quoting a valid purchase order number.</p> <p>DHSC is </p> <p>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.</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</p> <p>DHSC is <a href="mailto:mb-paymentqueries@dhsc.gov.uk">mb-paymentqueries@dhsc.gov.uk</a></p>																					
11. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p></p> <p></p> <p></p>																					

<b>12. Seller's Authorised Representative(s)</b>	For general liaison your contact will continue to be <div style="background-color: black; height: 1.2em; width: 100%;"></div> or, in their absence, <div style="background-color: black; height: 1.2em; width: 100%;"></div>	
<b>13. Address for notices</b>	<b>Buyer:</b>  Department of Health & Social Care, 39 Victoria Street, London, SW1H 0EU  Attention: <div style="background-color: black; width: 150px; height: 1.2em;"></div> <div style="background-color: black; width: 220px; height: 1.2em;"></div>	<b>Supplier:</b>  <b>Una Health Ltd</b> <b>3 Fitzgerald Way</b> <b>Scotia Road Business Park</b> <b>Tunstall</b> <b>Stoke-on-Trent</b> <b>ST6 4HN</b>  Attention: <div style="background-color: black; width: 140px; height: 1.2em;"></div> <div style="background-color: black; width: 240px; height: 1.2em;"></div>
<b>14. Key personnel</b>	<b>Buyer:</b>  Department of Health & Social Care, 39 Victoria Street, London, SW1H 0EU  Attention: <div style="background-color: black; width: 150px; height: 1.2em;"></div> <div style="background-color: black; width: 220px; height: 1.2em;"></div>	<b>Supplier:</b>  <b>Una Health Ltd</b> <b>3 Fitzgerald Way</b> <b>Scotia Road Business Park</b> <b>Tunstall</b> <b>Stoke-on-Trent</b> <b>ST6 4HN</b>  Attention: <div style="background-color: black; width: 140px; height: 1.2em;"></div> <div style="background-color: black; width: 240px; height: 1.2em;"></div>
<b>15. Procedures and Policies</b>	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. 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 <b>"Relevant conviction"</b> ), 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.	

**Signed by the authorised representative of THE AUTHORITY**

Name:	<div style="background-color: black; width: 120px; height: 1.2em;"></div>	Signature:	<div style="background-color: black; width: 260px; height: 1.2em;"></div>
Position:	<div style="background-color: black; width: 120px; height: 1.2em;"></div>	Date	03/08/2020

**Signed by the authorised representative of THE SUPPLIER**

Name:		Signature	
Position:		Date	03/08/2020

## **Schedule 1**

### **Key Provisions**

#### **Standard Key Provisions**

#### **1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at Clauses 1 to 2 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 3 to 12 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

#### **2 Order of precedence**

- 2.1 Subject always to Clause 1.9 of Schedule 3 should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
  - 2.1.1 Order Form
  - 2.1.2 Schedule 1: Key Provisions;
  - 2.1.3 Schedule 2: General Terms and Conditions;
  - 2.1.4 Schedule 3: Definitions and Interpretations;
  - 2.1.5 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 For the avoidance of doubt, the Order Form shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included In these Terms and Conditions. Should there be a conflict between these parts of the Order Form, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

#### **3 Quality assurance standards ☐ (only applicable to the Contract if this box is checked and the standards are listed)**



- 3.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods:
- 4 Purchase Orders ☒ (only applicable to the Contract if this box is checked)**
- 4.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract and shall ensure that the any Purchase Order is clearly noted on each delivery. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.
- 5 Time of the essence ☒ (only applicable to the Contract if this box is checked)**
- 5.1 Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 12.4 (i) of Schedule 2.
- 6 Specific time periods for inspection ☐ (only applicable to the Contract if this box is checked and Clause 6.1 of this Schedule 1 is completed)**
- 6.1 The Authority shall visually inspect the Goods within ***[insert time period during which any inspection must be carried out]*** of the date of delivery of the relevant Goods.
- 7 Specific time periods for rights and remedies under Clause 4.6 of Schedule 2 ☐ (only applicable to the Contract if this box is checked and Clause 7.1 of this Schedule 1 is completed)**
- 7.1 The Authority's rights and remedies under Clause 4.6 of Schedule 2 shall cease ***[insert period – e.g. 12 months]*** from the date of delivery of the relevant Goods.
- 8 Termination for convenience ☐ (only applicable to the Contract if this box is checked and Clause 8.1 of this Schedule 1 is completed)**
- 8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on ***[one (1)/three (3) months']*** written notice
- 9 Right to terminate ☐ (only applicable to the Contract if this box is checked)**
- 9.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has

remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

**10 Consigned Goods ☐ (only applicable to the Contract if this box is checked)**

- 10.1 Provided that such Consignment Request is consistent with the forecast requirement for the Goods (as set out in the Order Form and/or as calculated in accordance with any relevant processes set out in this document and/or as otherwise agreed by the Parties in writing), the Supplier shall deliver the Consigned Goods in accordance with Clause 2 of Schedule 2 in response to a Consignment Request for their eventual purchase and use by the Authority in accordance with the terms set out in this Contract.
- 10.2 For the avoidance of doubt, Clause 4 of Schedule 2 shall apply to the inspection, rejection, return and recall of the Consigned Goods.
- 10.3 The Authority shall, or shall procure that its third party provider shall, maintain any storage facilities throughout the term of this Contract where the Consigned Goods are to be stored in such manner that such storage facilities remain suitable to store the Consigned Goods.
- 10.4 Prior to the Consigned Goods being taken into use by the Authority, the Authority shall ensure that:
  - 10.4.1 the Consigned Goods are stored at the storage facilities in such a manner as to protect them from damage or deterioration;
  - 10.4.2 the Consigned Goods in its possession remain readily identifiable as the Supplier's property;
  - 10.4.3 any identifying marks or packaging on or relating to the Consigned Goods are not removed, defaced or obscured; and
  - 10.4.4 the Consigned Goods are kept in satisfactory condition in accordance with any reasonable and necessary instructions from the Supplier from time to time.
- 10.5 The Authority shall keep accurate stock records in relation to any Consigned Goods and shall provide the Supplier with a sales report ("**Sales Report**") each [week/month/quarter/other agreed period] detailing current stock levels and the Consigned Goods taken into use by the Authority. For the avoidance of doubt, a sale will take place at the point any Consigned Goods are taken into use by the Authority.
- 10.6 On receipt of the Sales Report, the Supplier may invoice the Authority the Contract Price for all of the Consigned Goods taken into use by the Authority (as set out in that Sales Report).
- 10.7 Each [week/month/quarter/other agreed period] the Authority shall take into use and purchase at the Contract Price at least the minimum quantity of Consigned Goods specified in the Order Form for such period (if any) ("**Minimum Quantity**"). If the Supplier fails to supply the Authority with any Consigned Goods required by the Authority (including, without limitation, where the Authority obtains substitute goods from a third party as a result), the Minimum Quantity for the period in question

shall be reduced by the quantity of the Consigned Goods that the Supplier fails to supply. Except to the extent that the Authority's failure to purchase the Minimum Quantity during any given period is caused by the Supplier's default or a Force Majeure Event, if the Authority purchases less than the Minimum Quantity for a given period, the Supplier may charge the Authority for any shortfall between:

10.7.1 the Contract Price of the Minimum Quantity in the relevant period; and

10.7.2 the Contract Price for Consigned Goods purchased by the Authority in that period.

10.8 The Authority (on a first in first out basis) may return to the Supplier any Consigned Goods that it is unable to use ("**Returned Goods**") by giving written notice to that effect ("**Returns Notice**"). Upon receipt of a Returns Notice, the Supplier shall collect the Returned Goods at the Supplier's risk and expense within ten (10) Business Days of the date of the Returns Notice. If the Supplier requests and the Authority accepts that the Returned Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority may invoice the Supplier for the costs associated with the disposal of the Returned Goods and the Supplier shall pay any such costs.

10.9 Risk in respect of any Returned Goods shall pass to the Supplier on the earlier of: (a) collection by the Supplier; or (b) immediately following the expiry of ten (10) Business Days from the date of the Returns Notice related to such Returned Goods. If Returned Goods are not collected within ten (10) Business Days of the date of the relevant Returns Notice, the Authority may return the Returned Goods to the Supplier at the Supplier's risk and expense and/or charge the Supplier for the cost of storage from the expiry of ten (10) Business Days from the date of the relevant Returns Notice. The Authority may invoice the Supplier for such return expenses and/or storage costs and the Supplier shall pay any such expenses or costs.

10.10 The Consigned Goods shall at all times be subject to the direction and control of the Supplier, and the Supplier may (at the Supplier's risk and expense), upon (10) Business Days written notice to the Authority, collect (on a first in first out basis) any Consigned Goods that have not been taken into use by the Authority within [*insert period*] of their delivery to the Authority and/or which have a remaining shelf life of less than [*insert period*].

10.11 The Authority acknowledges that it holds Consigned Goods in its possession as bailee for the Consignor until such time as ownership passes in accordance with Clause 3.2 of Schedule 2.

10.12 On the termination or expiry of this Contract for whatever reason, all Consigned Goods not taken into use by Authority as at the point of such termination or expiry shall be deemed Returned Goods. Such Returned Goods shall be deemed the subject of a Returns Notice that shall be deemed to have been received by the Supplier with a notice date the same as the date of the expiry or earlier termination of this Contract. Clauses 10.8 and 10.9 of this Schedule 1 shall then apply accordingly and this Clause, together with Clauses 10.8 and 10.9 of this Schedule 1, shall survive the expiry or earlier termination of this Contract for these purposes.