

## PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

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### Provision of a Microfluidic biofilm analysis system – (Contract ref: ECM\_TBC)

This Contract is made between:

**The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England (including its successors in title)** of 133-155 Waterloo Road, London, SE1 8UG (the "Authority")

and

**Fluxion Biosciences**, with a registered address 1600 Harbor Bay Parkway, Suite 150, Alameda, California, 94502 (the "**Supplier**")

The following is agreed:

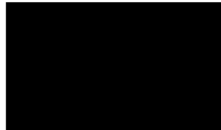
1. The Contract is made up of the following documents:
  - (a) this Form of Contract for invitation to tender ("ITT") reference number 4669 — Provision of a Microfluidic biofilm analysis system;
  - (b) Schedule 1: Optional Provisions, if any;
  - (c) Schedule 2: General Terms and Conditions;
  - (d) Schedule 7: Commercial Schedule; QBF9318 (but excluding any Supplier terms and conditions referred to therein).
  - (e) Schedule 3: Information Governance Provisions;
  - (f) Schedule 4: Definitions and Interpretations;
  - (g) the order in which all subsequent schedules appear, if any;
  - (h) the Specification and Tender Response (other than those parts referred to in (b) above;
  - (i) 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.

(all of the above documents taken together (as amended in accordance with this Contract) being referred to as the "Contract")
2. Subject always to Clause 1.10 of Schedule 4, if there is an inconsistency between any of the documents listed above, the order of priority for construction purposes shall be that a higher listed document shall prevail over a lower listed document, i.e. document (a) shall prevail over all other documents; document (b) shall prevail over document (c).
3. The Contract will commence on the date the final signature of the parties is added below and the Term of this Contract shall expire five (5) years from that date.
4. The Term may be extended by 1 year and then a further 1 year in accordance with Clause 15.2 of Schedule 2.
5. The value of the contract is £275,000 (including VAT). The Supplier shall be paid by The Authority on successful delivery.

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Signature:



For and on behalf of the Authority

Name:



Job Title:



Date: **10 June 2021**

Signature:



For and on behalf of the Supplier

Name:



Job Title:



Date: