

**National Microbiology Framework Agreement
Order Form
Reference C410404**

FROM

Authority:	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the "Authority").
Invoice address:	Post: The UK Health Security Agency, 10 South Colonnade, London, E14 4PU Email: [REDACTED]
Contract Manager:	Name: [REDACTED] E-mail: [REDACTED]
Secondary Contact: eg. business operational contact, project manager	Name: [REDACTED] E-mail: [REDACTED]
Procurement lead	Name: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: [REDACTED] Email: [REDACTED] Address: UK Health Security Agency, 10 South Colonnade, London, E14 4PU
Internal reference (if applicable):	W193341

TO

Supplier:	Pro-Lab Diagnostics, 3 Bassendale Road, Bromborough, Wirral, Merseyside, CH62 3QL, United Kingdom (the "Supplier")
Contract Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]

Account Manager:	Name: [REDACTED] Phone: [REDACTED] Email: [REDACTED]
Name and address for notices:	Name: [REDACTED] Address: Pro-Lab Diagnostics, 3 Bassendale Road, Bromborough, Wirral, Merseyside, CH62 3QL, United Kingdom E-mail: [REDACTED]

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 checked="" 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	Further Optional Additional Call-off Terms and Conditions	(only applicable if one or more boxes are checked)	
	Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is 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"/>	
	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 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 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"/>	
<p>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.</p>		<p><input checked="" type="checkbox"/> (only applicable if this box is checked)</p>

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 services will commence once both parties have signed this order form (the Authority and the Supplier).

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

1.3.1 The total contract value shall be one hundred and sixty-seven thousand, five hundred and fifty-four pounds and ninety-eight pence (£167,554.98) (Excl. VAT) (the **“Total Contract Value”**).

1.3.2 The total contract value is the maximum value of goods and services which can be ordered under this Contract.

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

1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).

1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.

(1.4) Term of Contract:

1.4.1 This Contract shall be deemed to have commenced on the date of UKHSA signature (the **“Commencement Date”**) and shall, unless terminated earlier, or extended, in accordance with its terms, expire after four years (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 not less than 3 (three) months written notice.

(1.5) Term extension options:

1.5.1 There is no option to extend this contract.

2. GOODS AND/OR SERVICES REQUIREMENTS

(2.1) Description of the Goods / Services:

The specification of the Goods (the **“Specification”**) is as set out in this Clause 2.1.

2.1.1 This contract covers the purchase of the following items as per below table.

Product Code	Description	Items/Unit	Qty Ordered	Price	Total
CL-008	CLIA Analyser - Large		1	██████	██████
APC-SMT1500IC	UPS 1.5 kVA 1000 W 8 AC outlet		1	████	████
CLEAN001	CerTest CLIA Cleaning Solution		1	████	████
FA001-100ML	Pretrigger A (100ml)		1	██████	██████
FB001-100ML	Trigger B (100ml)		1	██████	██████
PYL001	CerTest CLIA H.Pylori Ag 001	200T	1	██████	██████
PYLCAL	CerTest CLIA H.Pylori	Calibration	1	██████	██████
S-CUPS	Cuvettes (1000 cups)		1	██████	██████
S2-WTANK	Waste Tank (1UD)		1	██████	██████
VFE-002	H.Pylori Faecal Sample Vials	Kit (100vls	1	██████	██████
WASH-003-500ML	Wash Buffer		1	██████	██████
PL.SC.015	CLIA - 12 Service Contract		1	██████	██████
Subtotal					██████
Freight					██████
VAT					33,511.00
Total					201,065.98

2.1.2 In the event that any of the Goods prove to be defective as a result of the Supplier’s faulty design, workmanship, or materials, the Supplier shall, at its own cost, remedy the defect provided that: (a) the Goods have been used in accordance with their intended purpose and in conjunction with any equipment specified or approved by the Supplier; (b) no unauthorised repairs or alterations to the Goods have been made; and (c) the Authority notifies the Supplier in writing of the defect within one (1) month of the date of delivery (or deemed delivery).

2.1.3 Upon valid notification, the Supplier shall, at its option and expense: (a) repair or replace the defective Goods (or the defective part thereof); or (b) promptly refund the price of the defective Goods (or the defective part thereof) to the Authority.

2.1.4 UKHSA is covered under standard warranty for the first 12 months of the contract. Years 2 and 3 are covered under the service contract and Year 4 does not include any warranty or a

service contract commitment.

2.1.5 In case of any issues to equipment or consumables, UKHSA is covered under Annex B (After Sales Commitment) and Annex C (Client Maintenance Contract).

2.1.6 Full installation and user training is included in this purchase.

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

2.2.1 The Supplier shall deliver the Goods to the Premises and Locations set out below.

Delivery Address: North Bristol NHS Trust, Southmead Hospital – Microbiology, Pathology Sciences Building, Westbury-on-Trym, Bristol, Avon BS10 5NB, United Kingdom.

2.2.2 All planned deliveries of the Goods shall be pre-advised by the Supplier to the Authority's primary contacts stated below at least 2 (two) Business Days prior to attendance:

Primary contact: [REDACTED]

Email: [REDACTED]

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority's purchase order (PO) number.
- Item reference, Supplier's code, description and quantity.
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address.

2.2.5 The Authority may refuse unscheduled delivery of Goods. In such event, the Supplier shall rearrange such delivery utilising the goods delivery process set out in this Clause 2.2.

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

Name: [REDACTED]

Phone: [REDACTED]

Email:
[REDACTED]

(2.4) Performance standards:

- The Supplier shall deliver the Goods in accordance with good industry standards and practices.
- Timely delivery of the Goods in accordance with Annex A below.
- Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods to be supplied with invoice.

(2.5) Quality standards:

The Goods offered by the Supplier under this Agreement must adhere to all applicable quality standards, regulatory requirements, and industry certifications at the time of contract commencement and throughout the contract duration. The Supplier warrants that the machines meet all necessary safety, performance, and reliability criteria in accordance with relevant national and international legislation, including but not limited to ISO standards, CE marking (where applicable), and any other regulatory approvals required for clinical laboratory use.

(2.6) Contract monitoring arrangements:

2.6.1 At the Authority's request, the Authority's Contract Manager and the Supplier's Contract Manager may meet to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(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.

3. CONFIDENTIAL INFORMATION (if applicable)

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

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives
- 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:

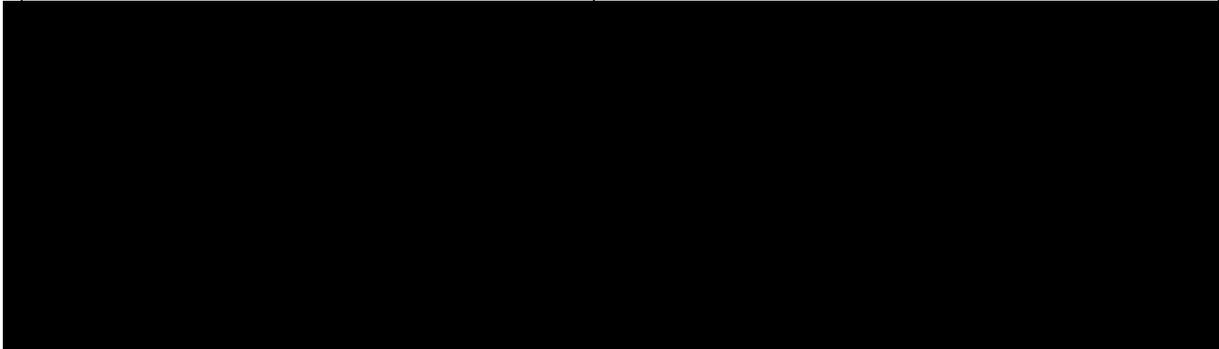
For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

4. DATA PROCESSING (if applicable)

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

N/A

5. LEASE / LICENSE (if applicable)
(5.1) The Authority is granting the following lease or licence to the Supplier: N/A

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

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall deliver the goods to the locations set out in the Purchase Orders received.
- 1.2. The Supplier will ensure that provision of the goods are made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2 On completion of the countersigning of the Contract, the Authority will, as soon as operationally possible, send unique purchase orders ("the **PO**") quoting the PO number. The Supplier must be in receipt of a valid PO number before submitting any invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority each month.
- 2.4 All invoices should be sent for approval and must include the proof of delivery 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 purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, 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.
- 2.7 If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to: [REDACTED]

Annex B -

After-sales commitment letter

Overview

After-sales service is an important part of our company's operation and management. Good service can not only maintain the continuous output of instruments at the terminal, but also bring more instrument sales opportunities and enhance the company's reputation and image on the client side. Because most of our customers have their own after-sales teams, and most of them do not outsource after-sales services to us. Therefore, we have made corresponding commitments to after-sales services such as remote docking, door-to-door service, training, and response speed.

1. Training

IncreCare will formulate training plans and organize online or offline training according to the actual needs of customers.

2. Technical services

At present, the services we provide are mainly remote docking services, that is, remote docking to assist customers in handling problems or failures through WeChat, WhatsApp, email, etc. If necessary, we will provide on-site services, mainly installation, training maintenance and other activities.

2.1 Remote docking service

When the engineers give us feedback, we handle the various issues, fed back by the engineers through WeChat, WhatsApp, email, etc. including demands and consultations. Simple issues can be dealt with by sending pictures or SOP's, and more complex issues can also be solved through videos. Basically, more than 98% of the problems can be solved in this way. If remote assistance still cannot solve the problem, you need to coordinate with the relevant regional person in charge to arrange for relevant engineers to come to deal with it.

2.2 Software upgrade service

Our software will be updated and iterated. Software upgrades are free both within and outside the warranty period.

3. Spare parts

3.1 During the warranty period

The warranty period is calculated from the time the equipment is signed and accepted. The warranty period is 12 months. After verification by our after-sales staff, we will provide free spare parts and mail them to the address designated by the customer. Consumables used during the operation of the instrument are not covered by the warranty.

3.2 Out of Warranty Period

If the spare parts are damaged beyond our agreed warranty period, you need to purchase relevant spare parts through the business. In an emergency, parts can be sent first through negotiation and then go through the business process.

4. Response speed

After receiving fault feedback from customers, our after-sales personnel promise to respond within 24 hours and provide technical support.

Annex C –

Maintenance contract

CerTest CLIA MAINTENANCE CONTRACT

Terms and Conditions

Maintenance contracts purchased from Pro-Lab Diagnostics are intended to provide support, repair and technical expertise to customers purchasing CerTest equipment.

This, support may be via:

1. Telephone - Pro-Lab Diagnostics will liaise with the end user or directly on site. If further support is required Pro-Lab Diagnostics will receive additional support from CerTest.
2. Remote access – Where possible, Pro-Lab Diagnostics will use remote access to intervene directly on the instruments or server to troubleshoot problems, apply updates or provide customer support and training.
3. On site - Preventive maintenance and corrective maintenance will be performed by Pro-Lab Diagnostics. If required, assistance or intervention by CerTest may be used. Date of intervention will be scheduled.

In all cases, Pro-Lab Diagnostics will be the first point of contact.

Technical support and enquiries should be routed through our dedicated support portal. Contact details as follows:

HELPDESK EMAIL: [REDACTED]

Tel: [REDACTED]

This will ensure all calls are managed appropriately and in accordance with ISO13485. For those customers operating under an MSC provider this will also allow us to formulate the required comprehensive reporting for KPI's and periodic contract reviews.

Terms

Pro-Lab Diagnostics agrees to provide the Services in all circumstances in compliance with professional standards and best industry practice. As such, the Service Provider declares, warrants and undertakes:

- (i) That it shall perform the Services in compliance with:
 - a. All the requirements and recommendations stipulated by The Client, as set out in the technical specifications of the Instruments;
 - b. All legal and regulatory provisions, as well as with all rules, that apply in each of the jurisdictions in which the Service Provider performs the Services;
 - c. The due care generally required in this field, according to the applicable norms and to the levels of expertise and skills required to perform the Services.

- (ii) That the services shall be performed by staff with suitable qualifications, expertise, skills and training, who are entitled lawfully to conduct the Services.
- (iii) That it shall provide a thirty (30) calendar day warranty for all Services (in particular, that following any intervention the relevant Instrument shall be free from Recurring Faults for 30 days).
- (iv) That at all times during the performance of the Agreement, the Service Provider will remain solely responsible, with respect both to The Client and any third parties, for any bodily, direct or indirect damage that may be caused by the Service Provider, its staff, any Subcontractor or any other persons the Service Provider may use to assist or perform any obligation arising from the Agreement on its behalf, under the terms set out in the Agreement.

If the Service Provider uses one or more Subcontractors it is solely the responsibility of the Service Provider to carry out the necessary legal verifications prior to the intervention of the Subcontractor(s) and to carry out future regular verifications to check that it/they are not using unsuitable or unlawful labour.

- a) That it has implemented a code of conduct by virtue of which its employees are forbidden from making declarations or revealing information that may harm the reputation of The Client or negatively impact the judgement of the End User as regards the Instruments.
- b) That the Services shall be performed by Certified Technicians and that the Service Provider shall only use Spare Parts when it has obtained the guarantee that these parts are to be integrated by Certified Technicians.

Working Hours

On-site intervention: Monday to Friday from 09:00 to 17:00 - The Client's local time (excluding public holidays).

Telephone assistance: Monday to Friday from 09:00 to 17:00 - The Client's local time (excluding public holidays).

Response Time

Telephone confirmation: The Service Provider shall endeavour to reply to requests for Services by initiating telephone contact with the End User / Customer within 2 hours of the request for Services during normal working hours.

On-site intervention

Urgent response time (urgent breakdown): verified service requests received before 2pm shall result in on-site arrival within 24 hours.

Normal response time (non-urgent breakdown): verified service requests received before 2pm shall result in Engineer on-site arrival within 48 hours.

Term

This agreement shall come into place for a period of 12 months after installation and fall due for renewal directly with Pro-Lab Diagnostics at the agreed price quoted on or before the end of the 12

month period. Should the agreement not be renewed on or before the end of the 12 month period after initial installation, additional charges would be incurred for support on an as required basis.

EQUIPMENT MAINTENANCE EXCLUSIONS

The items detailed below are NOT included in the equipment maintenance contract provided by Pro-Lab Diagnostics.

RE-S2-0628M	SH21 Stimulating fluid injector(H)	
RE-S2-0461M	SH21 Trigger Pipeline module	
RE-S2-0453M	Screws Set i2910 (x50)	
RE-S2-0439M	Debugging Tooling i2910	
RE-S2-0340M	Consumables package Set i2910	
RE-S2-0308M	Check valves	
RE-S2-0269M	SH21 Stimulating fluid injector(M)	
RE-S1-0337M	Consumables package Set i1910	
RE-S-0246M	PVC tube(1.6×3.2)	
RE-S-0241M	Silicone tube ID3.2mm×OD6.4mm (2m)	
RE-S-0237M	Filters (x2)	
RE-S-0234M	Washing pool cover	
RE-S-0231M	Gripper finger module	
RE-S-0195M	S/R probe anti-collision optocoupler line	
RE-S-0177M	Straight through board joints	
RE-S-0174M	Container cap parts	
RE-S-0171M	X-motor optocoupler adapter board PCBA	
RE-S2-0220M	SH21 Pre-Trigger Pipeline module	
RE-S2-0187M	Substrate latch	
RE-S2-0092M	XFPC Connecting Plate	
RE-S2-0091M	YFPC Connecting Plate	
RE-S2-0075M	Cover spring	
RE-S2-0067M	Y_motion FPC	
RE-S2-0066M	X_connection FPC i2910	
RE-S2-0065M	Y_connection FPC i2910	
RE-S2-0048M	SH20 magnetic separation direct injection probe	
RE-S2-0047M	SH20 Magnetic separation aspirating probes (3 probes)	
RE-S2-0025M	SH20 Refrigeration module	
RE-S2-0021M	SH20 industrial control board	
RE-S2-0003M	SH20 buffer bottle float	
RE-S1-0460M	SH11 Trigger Pipeline module	
RE-S1-0452M	Screws Set i1910 (x50)	
RE-S1-0437M	Debugging Tooling i1910	
RE-S1-0267M	SH11 Stimulating fluid injector(M)	
RE-S1-0266M	SH11 Stimulating fluid injector(H)	
RE-S1-0219M	SH11 Pre-Trigger Pipeline module	

RE-S1-0134M	X_motion FPC i1910	
RE-S1-0133M	Y_motion FPC i1910	
RE-S1-0123M	SH10 Industrial Control board	
RE-S1-0111M	SH10 Magnetic separation aspirating probes (3 probes)	
RE-S1-0102M	SH10 S/R probe	
RE-S1-0099M	SH10 Refrigeration module	
RE-S-0450M	Gripper Z-axis initial position optocoupler line	
RE-S-0449M	Gripper Z-axis zero position optocoupler line	
RE-S-0448M	Finger motor initial position optocoupler line	
RE-S-0447M	Gripper anti-collision optocoupler line	
RE-S-0316M	Finger optocoupler line	
RE-S-0284M	G Motor Optocoupler Adapter Board	
RE-S-0251M	Pipe joint	
RE-S-0168M	Gripper X-axis zero position optocoupler line	
RE-S-0167M	Gripper X-axis initial position optocoupler line	
RE-S-0093M	Z motor optocoupler adapter board	
RE-S-0085M	Silicone tube ID6mm×OD9.5mm	
RE-S-0083M	PVC tube ID1/8(3.2mm)×OD1/4(6.4mm)	
RE-S-0077M	Temperature control board	
RE-S-0063M	Stepper motor (XA) driver board	
RE-S-0062M	Liquid level detection board	
RE-S-0046M	Syringe (2500μL)	
RE-S-0045M	Syringe (500μL)	
RE-S-0031M	Gripper Finger Spring	
RE-S-0029M	Gripper Z-axis motion extension spring	
RE-S-0028M	Mini Optocoupler	
RE-S-0022M	Clot detection	
RE-S-0020M	Main control board	
RE-S-0019M	Stepper motor driver board (2A)	
RE-S-0018M	Stepper motor driver board (3A)	
RE-S-0009M	Peristaltic pump tube	
RE-S-0008M	Three-way solenoid valve	
RE-S-0007M	Slotted Optocoupler Line(100)	
RE-S-0006M	Slotted Optocoupler Line(300)	