**Framework Schedule 6 (Order Form and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **NFC189 Summer IT Aggregation**

THE BUYER: **Maritime and Coastguard Agency**

BUYER ADDRESS **Spring Place, 105 Commercial Road, Southampton, SO15 1EG**

THE SUPPLIER: **Probrand Ltd**

SUPPLIER ADDRESS: **Alpha Tower, Floor 11, Suffolk Street Queensway, Birmingham, B1 1TT**

REGISTRATION NUMBER: **2653446**

DUNS NUMBER: **769990276**

SID4GOV ID: **208848**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **12 September 2025**. It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT:

Lot 2 Hardware

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* Joint Schedules for RM6098
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for RM6098
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services) including Annexes A to E
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**Special Term A:**

In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Buyer’s Order and is contractually bound, the Supplier shall offer the Buyer a replacement model or equivalent substitute goods at no additional cost to the Buyer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Buyer’s sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Buyer rejects the replacement model or equivalent substitute goods, the Supplier’s failure to Deliver in accordance with the Call-Off Contract shall be deemed a material Default entitling the Buyer to terminate the Call-Off Contract.

**Special Term B (for Buyers with NO storage requirements managed by the Supplier):**

Warranty shall commence on receipt of delivery at the Buyer’s goods in reception.

**Special Term C (for Buyers with Storage requirements managed by the Supplier ONLY):**

Risk shall pass on receipt of delivery at the Buyer’s goods in reception.

Title of the Goods shall pass on delivery to a secure storage facility in the UK and issue of a satisfactory vesting certificate.

Warranty shall commence on delivery at the Buyer’s goods in reception.

**Special Term D (for Buyers with Storage requirements managed by the Supplier ONLY):**

The Buyer has specifically requested storage of Goods.  The Supplier shall ensure:

• Goods are stored in a UK warehouse;

• That once the Goods are delivered to the storage facility they are not moved without prior agreement from the Buyer, save for delivery in line with the Implementation Plan

• Goods are clearly allocated as belonging to the Buyer

• Adequate insurance is included to cover damage or loss to any or all of the Goods

• The Buyer has right and access to inspect the Goods at any point, given reasonable notice

• A vesting certificate is provided to the Buyer within 2 Working Days of delivery to the storage facility. Vesting certificates must be dated from the date the delivery to the storage facility was made and clearly show that the Title of the Goods belongs to the Buyer

• An invoice for the stored Goods is issued along with the vesting certificate. For the avoidance of doubt, this invoice must cover the Charges of the Goods only, Charges for storing Goods should be invoiced monthly in arrears (reflecting actual pallets and weeks in storage).

**Special Term E (for Buyers with custom built to order hardware)**

Some hardware items on this order are custom-built-to-order machines and are therefore non-cancellable and non-refundable once you request we order these for you and an order is placed, unless the devices are found to be faulty on delivery.

CALL-OFF START DATE: **02 October 2025**

CALL-OFF EXPIRY DATE: **01 October 2029**

CALL-OFF INITIAL PERIOD: **48 Months**

CALL-OFF DELIVERABLES

Detailed at Call off Schedule 5

LOCATION FOR DELIVERY

Spring Place, 105 Commercial Road, Southampton, SO15 1EG

DATES FOR DELIVERY

ASAP

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

As per customer specification provided in Schedule 5

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

DELIVERY

REDACTED

BONDED STORAGE

REDACTED

Full Order Value –

£305,000 Estimated Total order value (Rounded up)

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

BACS

BUYER’S INVOICE ADDRESS:

**DFT Shared Service Centre**

**Arvato Bertelsmann**

**Sandringham Park**

**Swnasea Vale**

**Swansea, Wales**

**SA7 0EA**

**Please send invoices electronically to:** REDACTED

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

NA

BUYER’S SECURITY POLICY

REDACTED

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

NA

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

None

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: | REDACTED | Name: | REDACTED |
| Role: |  | Role: |  |
| Date: |  | Date: |  |