

## Saloon and Cab Flooring Condition Report

Date: 22/04/2016

Revision: Issue 1

Robert Jenns



### Appendix A

The following drawings have been referenced within this report

Drawing Title	Drawing Number	Date of issue	No. of sheets
General Arrangement of cab floor	86139	10/12/1998	4
Assembly of trap frame	86141	10/12/1998	2
Detail of support frame	86140	10/12/1998	2
Assembly of trap	86142	10/12/1998	2
General arrangement of Saloon Floors	86150	10/12/1998	7
Detail of centre floor panel	86167	04/12/1998	2
Assembly of centre floor panel (Vestibule)	89134	10/12/1998	1
Cab Side doorway inner sill plate	84798	10/12/1998	1
Detail of door sill support	86143	10/12/1998	1

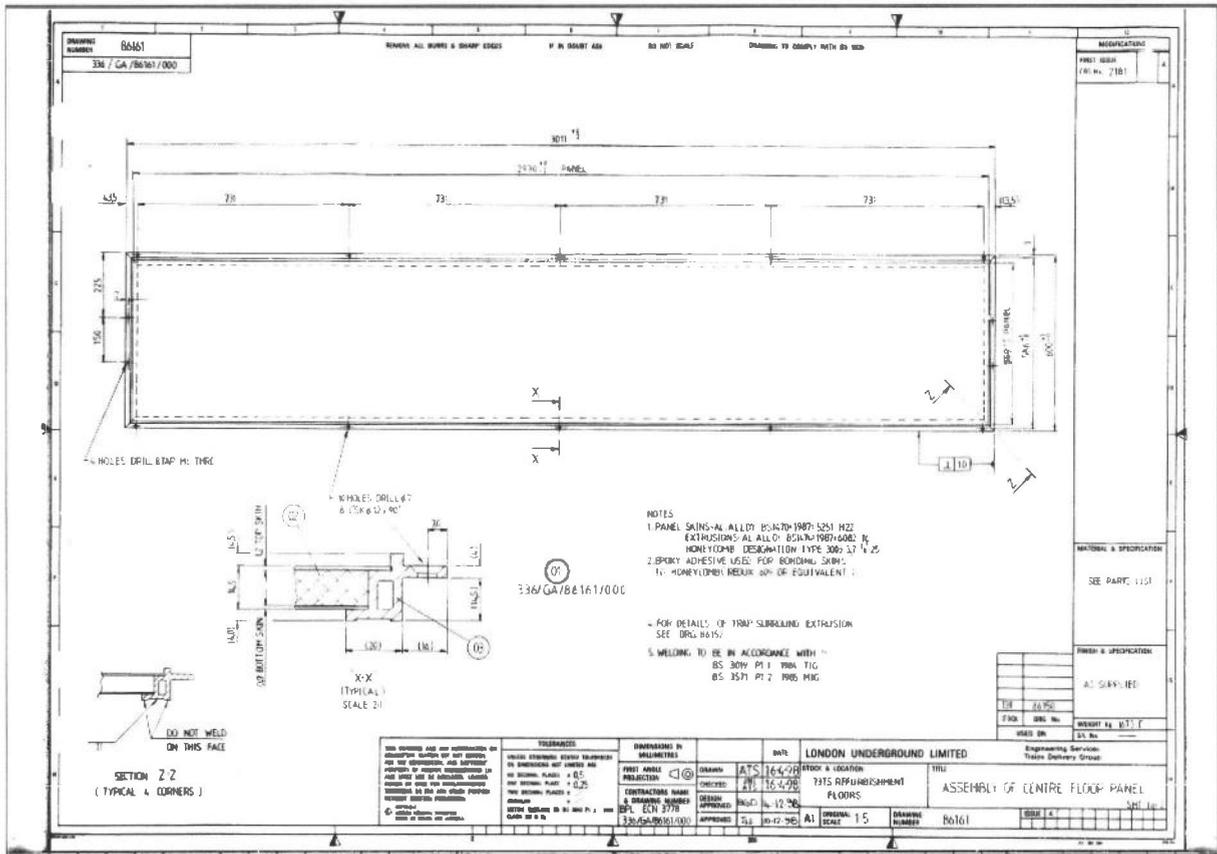


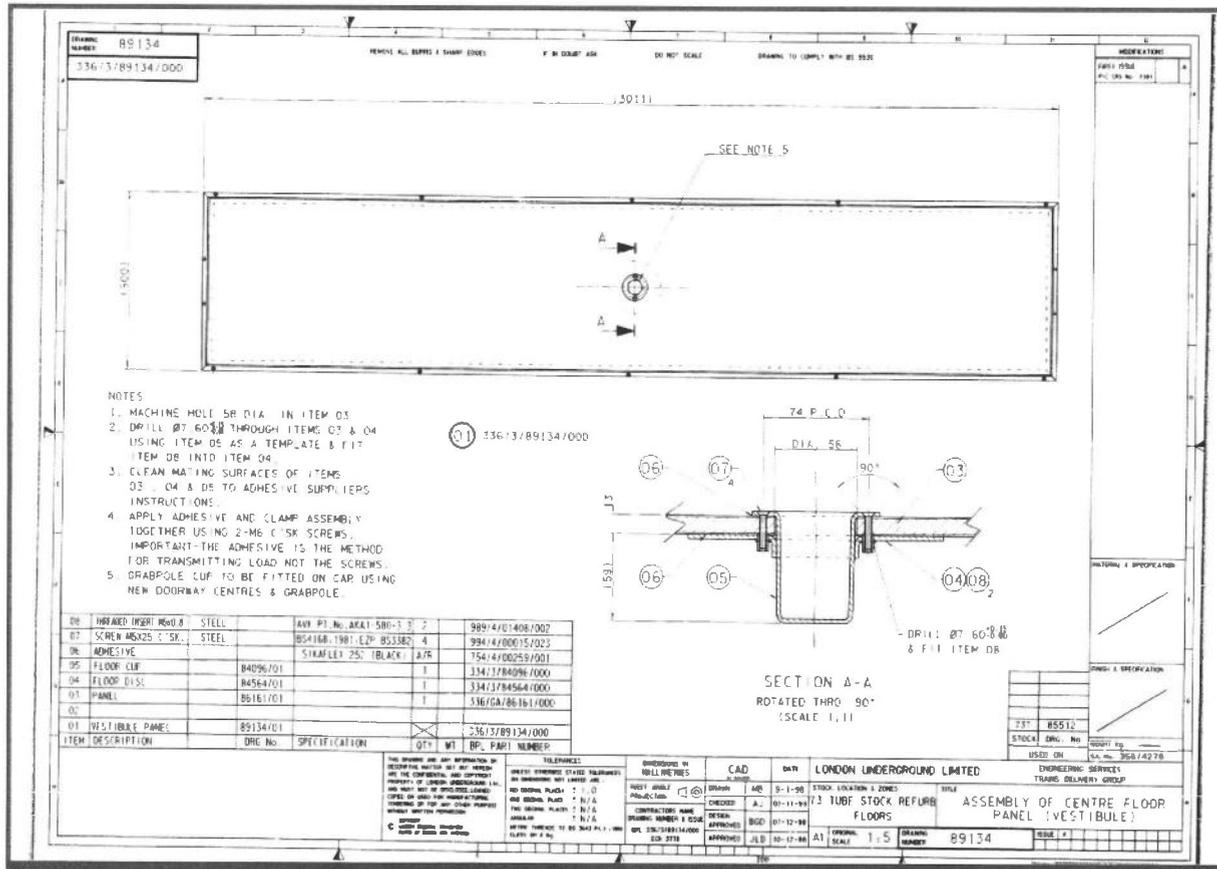
Drawing 86142 Sheet 2

ITEM No.	DESCRIPTION	QTY					DRG No.	MATERIAL/SPEC	BRISH S.L. No.	WLin kg.	REMARK	BPL PART No
		BPL	O1	O2	O3	O4						
01	ASSEMBLY OF TRAP	X					8614201					336/GA/86142/000
02	PANEL		1				8614202	AL ALLOY H/COMB SANDWICH			SEE DRG NOTES FOR SPEC	
03	FRAME		1				8614203	AL ALLOY BS 1474 6082 T6 1987			SEE DRG 86152 EXTRUSION	
04												
05												
06												
07												
08												
09												
10												
11												
12												
13												
14												
<b>MODIFICATIONS</b>		FIRST ISSUE		ECN 3778		<b>LONDON UNDERGROUND LIMITED</b>						Engineering Services Trains Delivery Group
ECN No.	DRAWN	CHECKED	APPROVED	ISSUE	DRAWN	AC	DATE	STOCK & LOCATION		TITLE		
							2.11.98	73 TS REFURBISHMENT CAB FLOOR		PARTS LIST - ASSEMBLY OF TRAP		
							01/12/98			SHEET 2 OF 2		
							10/12/06			DRAWING NUMBER 86142		
								READ IN CONJUNCTION WITH DRG No. 86142		ISSUE A		
								CONTRACTORS CODE		A3		
								(BPL)336/GA/86142/000		(BPL)336/GA/86142/000		

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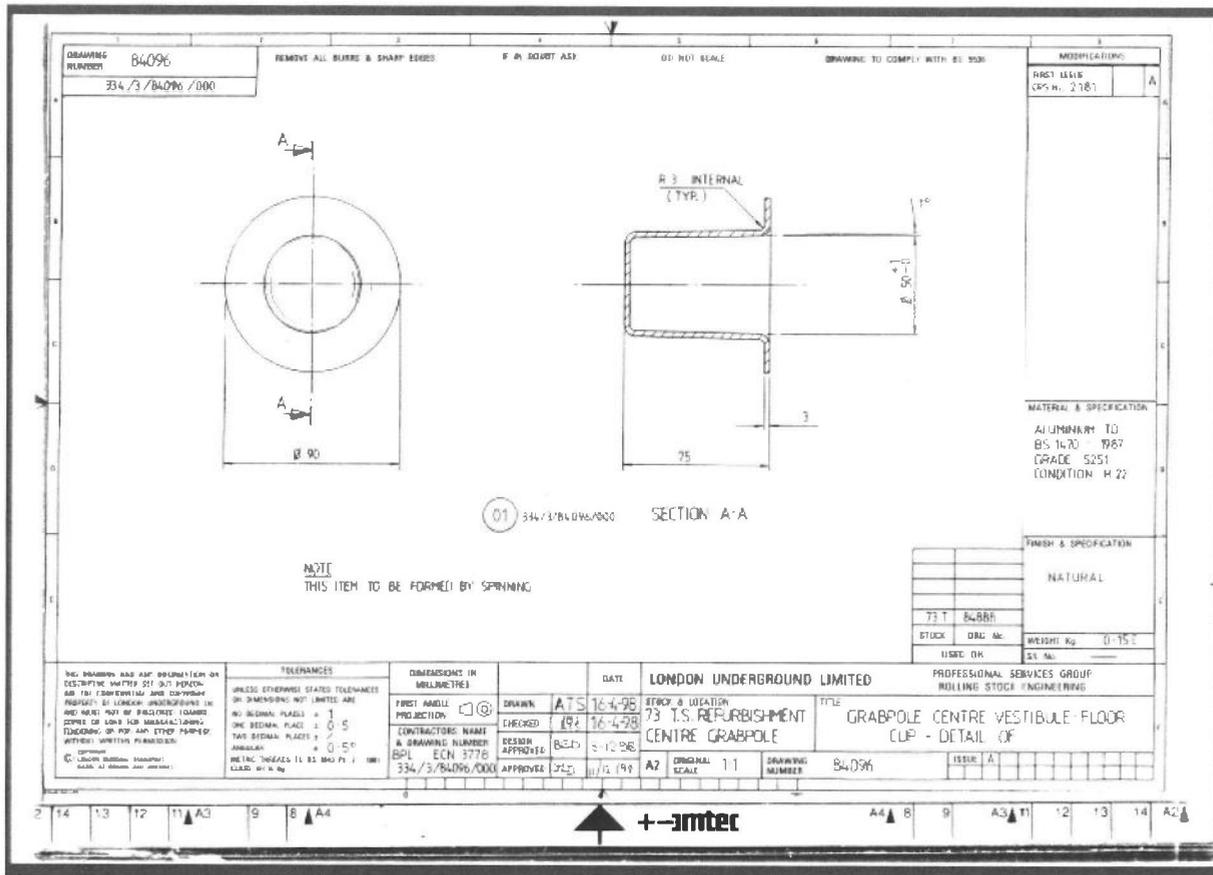
Drawing 86161





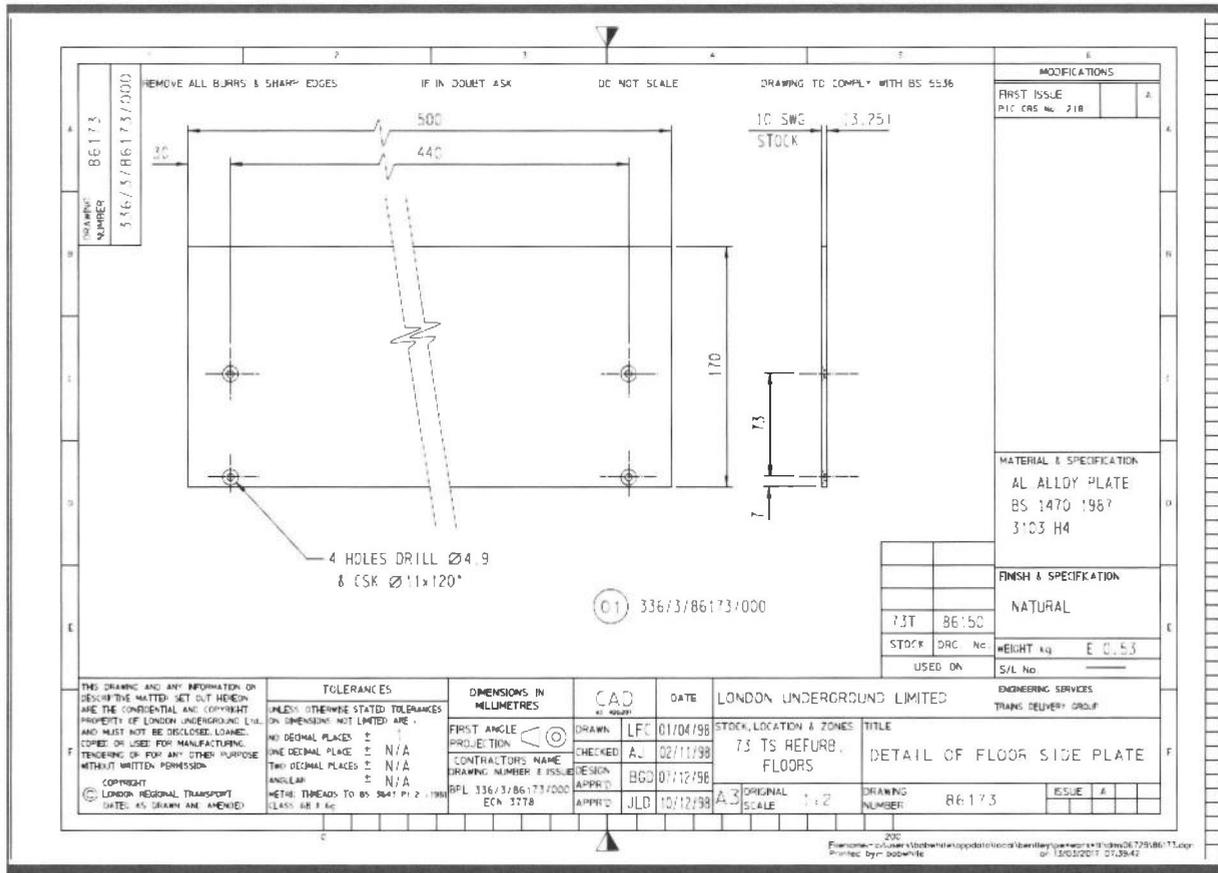


Drawing 84096

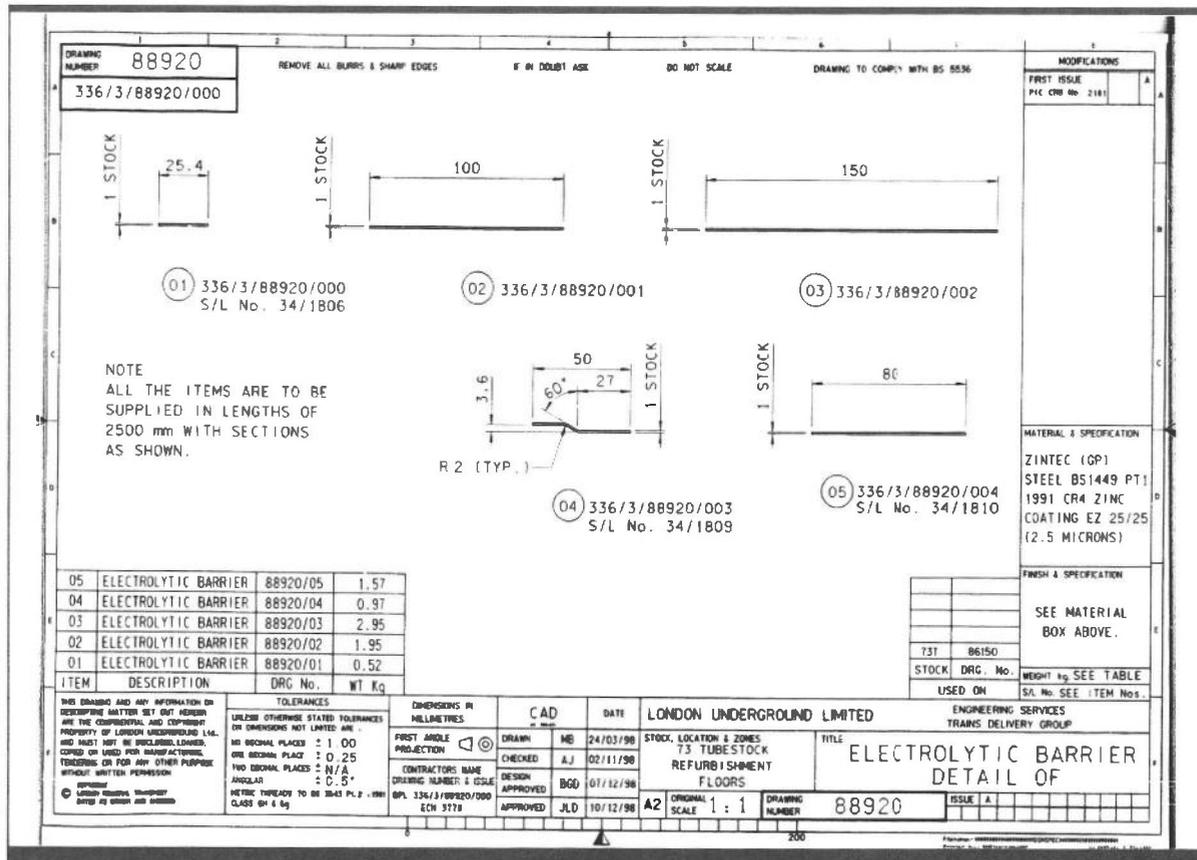


DRAWING NUMBER 84096 334/3/84096/000		REMOVE ALL BURRS & SHARP EDGES				IF IN DOUBT ASK		DO NOT SCALE		DRAWING TO COMPLY WITH BS 5391		MODIFICATIONS	
												FIRST ISSUE CPS N. 2181	A
												MATERIAL & SPECIFICATION	
												ALUMINIUM TO BS 1470 : 1987 GRADE 5251 CONDITION H 22	
												FINISH & SPECIFICATION	
												NATURAL	
												73 T BURR	
												STOCK DRG No	
												WEIGHT kg 0.150	
												ISSUE ON	
												S/N No	
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<p>INTOLERANCES UNLESS OTHERWISE STATED TOLERANCES ON DIMENSIONS NOT LISTED ARE:</p> <p>NO DECIMAL PLACES ± 1 ONE DECIMAL PLACE ± 0.5 TWO DECIMAL PLACES ± 0.50 ANGLES ± 0.50 HOLE THROUGHS TO BS 4343 Pt 1 UNLESS OTHERWISE STATED</p>		<p>DIMENSIONS IN MILLIMETRES</p> <p>FIRST ANGLE PROJECTION</p> <p>CONTRACTOR'S NAME &amp; DRAWING NUMBER BPL ECN 3778 334/3/84096/000</p>		<p>DATE</p> <p>DRAWN: A.T.S. 16-4-98 CHECKED: B.S. 16-4-98 DESIGN APPROVED: B.S. 3-10-98 APPROVED: J.S. 11-11-98</p>		<p>LONDON UNDERGROUND LIMITED</p> <p>STORY &amp; LOCATION 73 T.S. REFURBISHMENT CENTRE GRABPOLE</p>		<p>TITLE GRABPOLE CENTRE VESTIBULE FLOOR CUP - DETAIL OF</p>					
						A2		ORIGINAL SCALE 1:1		DRAWING NUMBER 84096		ISSUE A	

Drawing 85173



Drawing 88920





## Schedule 4

### Contract Variation Procedure

- 1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.
- 2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods and range of Services to be provided.
- 6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
- 7 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.

- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
9. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Contract, including, but not limited to the Specification and the Programme.
- 10 Strict adherence to the procedure described in this Schedule 4 shall be a condition precedent to any addition to the Contract Price for the Goods and Services. If the Supplier does not adhere to each paragraph in this Schedule 4 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Goods and/or Services.

**Appendix 1**  
**Form of Variation Proposal/Variation Order**

<b>To:</b>	<b>From:</b>
------------	--------------

**Contract Reference:**  
**Variation Number:**  
**Variation Title:**

**PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)**

**Description of change:**

**Reason for changes and impact (if any) on Contract:**

**Variation Proposal Authorised by:**

**Proposal Date:**

**PART B (TO BE COMPLETED BY THE SUPPLIER)**

**Price Breakdown**

Note: If a further breakdown is needed please append details as a separate sheet.

**Expected Delivery Date and/or Completion Date:**

**Supplier's Representative:**

**Print Name:**

**Signature:**

**Date:**

Completed document to be returned to the Company's Representative

**PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)**

**Comment on Parts A and B:**

Variation Authorisation

**Company's Representative:**

**Print Name:**

**Signature:**

**Date:**

## Schedule 5 Programme & Delivery

TFL Center Panel and Hatch Program Schedule  
Rev 4 07/10/2017

Quantity per DM-UDM Car		4	4	1	2	2	2								
Quantity per Trailer (T) Car		4	4	1	2	2	2								
Quantity per UDM Car		4	4	1	2	2	2								
Train #	QTY of DM-UDM Car	QTY of Trailer Car	QTY of UDM Car	Total Panels	Panel Number				Weeks	Year	MC: Ship Dates to Keep at Least (4) Units in Stock at All Times.	Shipment Method			
					88162-01 Side Panel Long	88173-01 Side Panel Short	88107-01 Center Panel	88107-02 Center Panel w/ Cutout					TL107868-01 Saloon Hatch	TL107861-01 Vestibule Hatch	TL107863-01 Cab Hatch
1	3	2	1	24	24	24	3	3	12	12	6	4	2017	1-Aug-2017	Air
2				24	24	24	4	4	12	12	4	4		14-Aug-2017	Air
3				24	24	24	4	4	12	12	4	4		21-Aug-2017	Air
4				24	24	24	4	4	12	12	4	4		4-Sep-2017	
5				24	24	24	4	4	12	12	4	4			
6				24	24	24	4	4	12	12	4	4			
7				24	24	24	4	4	12	12	4	4			
8				24	24	24	4	4	12	12	4	4			
9				24	24	24	4	4	12	12	4	4			
10				24	24	24	4	4	12	12	4	4			
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14				24	24	24	4	4	12	12	4	4			
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18				24	24	24	4	4	12	12	4	4			
19				24	24	24	4	4	12	12	4	4			
20				24	24	24	3	3	12	12	6	4			
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36				24	24	24	3	3	12	12	6	4			
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40				24	24	24	4	4	12	12	4	4			
41				24	24	24	3	3	12	12	6	4			
42				24	24	24	4	4	12	12	4	4			
43				24	24	24	4	4	12	12	4	4			
44				24	24	24	4	4	12	12	4	4			
45				24	24	24	3	3	12	12	6	4			
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47				24	24	24	4	4	12	12	4	4			
48				24	24	24	3	3	12	12	6	4			
49				24	24	24	4	4	12	12	4	4			
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63				24	24	24	4	4	12	12	4	4			
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68				24	24	24	3	3	12	12	6	4			
69				24	24	24	4	4	12	12	4	4			
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72				24	24	24	4	4	12	12	4	4			
73				24	24	24	4	4	12	12	4	4			
74				24	24	24	4	4	12	12	4	4			
75				24	24	24	3	3	12	12	6	4			
76				24	24	24	4	4	12	12	4	4			
77				24	24	24	4	4	12	12	4	4			

TfL Center Panel and Hatch Program Schedule  
Rev 4 07/10/2017

Quantity per DM-UDM Car		4	4		1	2	2	2
Quantity per Trailer (T) Car		4	4	1		2	2	
Quantity per UNDM Car		4	4	1		2	2	

Train #	QTY of DM-UDM Car	QTY of Trailer Car	QTY of UNDM Car	Panel Number							Weeks	Year	MCI Ship Dates to Keep at Least (4) Units in Stock at All Times.	Shipment Method
				88102-01 Side Panel, Long	88173-01 Side Panel, Short	88107-01 Center Panel	88107-02 Center Panel w/ Cutout	T1107880-01 Saloon Hatch	T1107881-01 Vestibule Hatch	T1107882-01 Cab Hatch				
<b>Total Cars</b>	<b>193</b>	<b>172</b>	<b>151</b>	<b>Total Panels</b>	<b>2064</b>	<b>2064</b>	<b>323</b>	<b>193</b>	<b>1032</b>	<b>1032</b>	<b>306</b>	<b>11E</b>		
78	2	2	2		24	24	4	2	12	12	4			
79	3	2	2		24	24	3	3	12	12	6			
80	2	2	2		24	24	4	2	12	12	4	4		Ocean
81	2	2	2		24	24	4	2	12	12	4			
82	2	2	2		24	24	4	2	12	12	4			
83	3	2	2		24	24	3	3	12	12	6	4		
84	2	2	2		24	24	4	2	12	12	4			
85	2	2	2		24	24	4	2	12	12	4		2-Sep-2018	Ocean
86	3	2	1		24	24	3	3	12	12	6			
														TOTAL

\*\* ASSUMPTIONS:

- 1) MCI TO PROVIDE UPDATED SHIPMENT DATES AFTER SIGNING OF CONTRACT
- 2) MCI SHIPMENT DATES ARE DEPENDENT ON MCI ISSUING PURCHASE ORDERS TO SECONDARY VENDORS
- 3) AIR DELIVERY TO BE WITHIN 10 DAYS OF SHIPMENT
- 4) OCEAN DELIVERY TO BE WITHIN 28 DAYS OF SHIPMENT

**Delivery: All Panels shall be delivered duty paid**

MCI shall provide:

- o TfL with details of the nominated point of contact from the shipping company/transport operator.
- o Advance copies of Bills of Lading/Airway Bills, customs declaration, tariff numbers, goods classifications and commercial invoices with every shipment to comply with UK regulations.
- o On arrival of the shipment in the UK MCI shall arrange for the goods to be unloaded and split up at port into crates before shipment to the depot via road transport.
- o The pitch of each shipping crate shall be at least 80mm high.
- o The weight of each crate and details of whether they can be stacked and the safe working load (SWL) of the box.
- o Estimated time of arrival dates of the goods to Northfields depot.

**Schedule 6**  
**Quality and Safety Plan**

REDACTED

**Schedule 7**  
**Corporate IPRs**



in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

2. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of )

London Underground Limited )

in the presence of: - )

.....  
*[Authorised Signatory]*

Executed as a Deed by [SUPPLIER] )

acting by ) .....

) Authorised Signatory

and

).....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY]

)

acting by

) .....

) Authorised Signatory

and

).....

) Authorised Signatory

**Schedule 9**  
**Not Used**

**Schedule 10**  
**Form of Collateral Warranty**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**BETWEEN: -**

- (1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**");
- (2) [ \_\_\_\_\_ ] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Sub-Contractor**"); and
- (3) [ \_\_\_\_\_ ] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Supplier**").

**WHEREAS:-**

- (A) The Company has entered into a contract with the Supplier (the "**Main Contract**") pursuant to which the Supplier is to undertake and complete the following supply: [ \_\_\_\_\_ ] (the "**Supply**").
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "**Sub-Contract Supply**") of the Supply referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
  - (a) the Sub-Contract Supply have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Supply;

- (b) reasonable skill and care has been and will continue to be exercised in connection with:
- (i) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
  - (ii) the selection of all goods and materials comprised in the Sub-Contract Supply (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
  - (iii) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Supply (the "**Sub-Contract**");
  - (iv) the execution and completion of the Sub-Contract Supply;
  - (v) the Sub-Contract Supply will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (c) the Sub-Contract Supply will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (d) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Supply shall include any part of the Sub-Contract Supply. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Supply:

- (a) Execute and complete the Sub-Contract Supply in accordance with the provisions of the Sub-Contract; and
  - (b) ensure that the Supplier shall not become entitled to any extension of time for completion of the Supply or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.
3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.
4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:
- (a) understanding the Supply;
  - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Supply;
  - (c) extending, interfacing with, integrating with, connecting into and adjusting the Supply;
  - (d) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the Underground Network (as such capitalised terms are defined in the Main Contract);
  - (e) executing and completing the Supply; and
  - (f) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the Underground Network (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term "**Documents**" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and

any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:
  - (a) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
  - (b) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Supply.
  
6. The parties hereby agree that:
  - (a) this Agreement shall be personal to the Sub-Contractor;
  - (b) the Company may assign the benefit of this Agreement to any third party;
  - (c) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
  
7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Supply, he has professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Supply. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Supply provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.
  
8. If any dispute of any kind whatsoever arises between the parties in connection with this Agreement or the Sub-Contract Supply which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may

at his discretion by giving notice in writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Supply to the adjudicator, conciliator, arbitrator or other party (the "**Appointed Party**") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him.

9. (a) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than 35 days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
- (b) If the Main Contract is terminated for any reason, within 35 days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "**Step-in Notice**") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-clause (c) below.
- (c) With effect from the date of the service of any Step-in Notice:
- (i) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
  - (ii) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;
  - (iii) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall

promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and

(iv) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

(1) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and

(2) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.

(d) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.

10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.
11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Supply.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.

15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of )

London Underground Limited )

in the presence of:- )

.....

*[Authorised Signatory]*

Executed as a Deed by [SUB-CONTRACTOR] )

acting by ) .....

) Authorised Signatory

and ) .....

) Authorised Signatory

Executed as a Deed by [SUPPLIER] )

acting by ) .....

) Authorised Signatory

and ) .....

) Authorised Signatory

**Schedule 11**  
**Supplier Performance**

KPI's and target performance levels to be agreed covering;

On Time Delivery

Quality

Contract Administration

**EXECUTION PAGE:**

Executed as a deed by the parties and delivered on the date of this Contract

Executed as a deed by affixing the Common Seal of )

London Underground Limited )

in the presence of:- )

.....REDACTED.....

Authorised Signatory

Executed as a Deed by Milwaukee Composites Incorporated )

acting by ) .....REDACTED.....

) Authorised Signatory

and ) .....REDACTED.....

) Authorised Signatory