Order Form

CALL-OFF REFERENCE:

National Highways Personal User Scheme

23/24

THE BUYER:

National Highways

BUYER ADDRESS

The Cube, 199 Wharfside Street, Birmingham B11RN

THE SUPPLIER:

KIA UK Ltd (c/o Fish Brothers (Swindon) Limited)

SUPPLIER ADDRESS:

Ashworth Road, Swindon, Wiltshire, SN5 7UR

REGISTRATION NUMBER:

02583215

DUNS NUMBER:

[Insert if known]

SID4GOV ID:

[Insert if known]

APPLICABLE FRAMEWORK CONTRACT

This Simple Order Form is for the provision of the Call-Off Deliverables subject to the Standard Terms and dated [Insert date of issue]. It's issued under the Framework Contract RM6244.

CALL-OFF LOT(S):

Lot 1

Call-Off Deliverables - VEHICLE SPECIFICATION

Vehicle Details				
Make	Kia			
Model Description	Niro EV4 with Heat Pump (UAAB) and Grey C-Pilar 64.8kWh			
Transmission	Automatic			
Fuel	EV			
Colour	White Pearl			
Optional Extras	Mats			
Conversion details	N/A			
Quantity	1			

Call-Off Charges - VEHICLE PRICING

Base Vehicle Pricing (Ex VAT)				
Manufacturers Retail Price				
Percentage Discount Agreed				
Discounted Base Vehicle Price				
Pricing for other items (Ex VAT)				
Cost of Optional Extras				
Conversion Cost	-			
Cost of Registration & VED				
Cost of Delivery				
Total Vehicle Cost (Ex VAT)				
Total Cost				

DELIVERY

Delivery Requirements					
Requested Delivery Date	31/03/24				
Address	TBC				
Contact Name					
Telephone	TBC				
Email					

Optional Terms							
MOD	N/A	HMRC	N/A	Scottish Law	N/A	Northern Irish Law	N/A

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For and on behalf of the Supplier:		For and on behalf of the Buyer:				
Signature:		ignature:				
Name:		ame:				
Role:	FLEET MANAGER	Role:	Head of Procurement			
Date:	02.04.2024	Date:	24/04/2024			

Annex A - Standard Terms

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. The Simple Order Form including the Call-Off Special Terms
- 2. Joint Schedule 1 (Definitions and Interpretation).
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 11 (Processing Data) the Buyer shall be the Controller and the Supplier the Processor
 - Call-Off Schedules
 - o Call-Off Schedule 9 (Security) Annex A
 - o Call-Off Schedule 17 (MOD Terms) if required
 - o Call-Off Schedule 19 (Scottish Law) if required
 - o Call-off Schedule 21 (Northern Ireland Law) if required
 - o Call-Off Schedule 23 (HMRC Terms) if required
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or 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: Addendum to Core Terms – Special Terms

Please note that the following terms supersede that which is stated within Clauses 3.2.3; 3.2.4; 3.2.10; 3.2.11 and 4.1 of the Core Terms:

- 3.2.3 The Supplier transfers risk of the Goods on Delivery and ownership of the Goods on payment for those Goods.
- 3.2.4 Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.

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- 3.2.10 The Supplier must indemnify the Buyer against the direct costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the in-build vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call Off Contract.
- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

PAYMENT METHOD BACS – BANK DETAILS PROVIDED

BUYER'S INVOICE ADDRESS: Fish Brothers Kia Ashworth road Swindon Wiltshire SN5 7UR