

by the Supplier for the length of the material warranty period, plus one year. The documentation may be reviewed by the Company at any point during the stated retention period.

13.2 REPORTING – The Supplier will be responsible for monitoring its performance over the period of the Contract, and produce On Time Delivery and Defect Rate reports, to be reviewed by the Company. These reports will be compared against information the Company has compiled on the Supplier's performance, in the Monthly Contract Review Meeting.

13.3 MEETINGS -

Contract Review Meeting – To discuss performance. Meeting to be held once each Accounting Period.

Quarterly Materials Review Meeting – To discuss future requirements. Meeting to be held 4 times per annum.

13.4 RESPONSE TIMES – The Supplier is required to respond to requests made by the Company in a reasonable manner, within 24hrs. In the case of the Company requesting materials to be expedited, the Supplier will endeavour to meet this request, without altering Delivery Dates for other materials, unless agreed in writing by the Company.

13.5 SAFETY – The Supplier will at all times, whether on the Company's premises or it's own, comply fully with The Health and Safety at Work Act 1974, and any other safety requirements the Company requests. The Supplier will notify the Company within 24hrs, of any serious incident or fatality which occurs on the Suppliers premises

Schedule 4 Form of Order

Transport for London
London Underground Limited



Purchase order

Page 1 of 2

Vendor address



Contact

Requested by

Telephone

Information

Purchase order no. :
Creation date :
Vendor no. :
Currency :
Payment terms :

Instructions to vendor

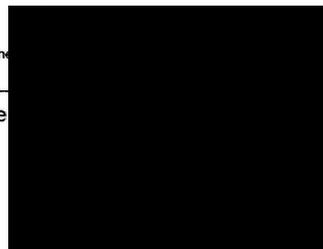
The supply of goods/services under this purchase order is subject to the Purchase Order Conditions which are available on www.tfl.gov.uk or available upon request from the contact named below. Supply of goods or services under this purchase order indicates your acceptance of such conditions.

Item	Description	Quantity	UM	Net price	Total price

Procurement Department:

London Underground Limited
Registered Office: 55 Broadway, London SW1H 0BD. Registered in England and Wales no. 01900907.
VAT number: 756 2770 08. London Underground Limited is a company controlled by a local authority within the meaning of the Local Government and Housing Act 1989. The controlling Authority is Transport for London.

Date:



MAYOR OF LONDON

If you have problems reading this text please

Schedule 4A
Payment Procedure

1. The company will pay the Supplier the Price in the following manner:

1.1 At the end of the Payment Period calculated from the Start Date, the Supplier will invoice to:



1.2 The Invoice(s) submitted by the Supplier must always quote a relevant Company transaction number. The Invoice(s) must be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment. VAT must be shown separately. Any loss or additional costs incurred by the Supplier in the correction or re-submission of an Invoice will be at the Supplier's expense.

1.3 If the Invoice is approved by the Company then the final date for payment of that Invoice will be thirty days after receipt by the Company of the Suppliers Invoice.

1.4 If the Invoice is not approved by the Company then the Company shall inform the Supplier within ten Business Days of the receipt of the Invoice has not been approved.

1.5 Payments shall be made by Bank Transfer (Bank Automated Clearance System- BACS) or such other method that the Company may choose from time to time.

1.6 For abatements related to the Supplier's performance (as detailed in clause 11 of the Conditions of Contract and Schedule 8 of the Contract) and payment of the Volume Discount (as detailed in Clause 31 of the Conditions of Contract and Schedule 4 of the Contract), the Supplier shall pay the Company in the following manner:

The company will issue an Invoice to the Supplier and payment will be made within 30 days of receipt of the Invoice.

Schedule 5

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 relevant 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 relevant 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 to be supplied and extent of the Services to be carried out.
- 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.
- 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 Agreement and the relevant Contract, including, but not limited to the Specification and the Order Programme.
- 10 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the price for the Goods and Services. If the Supplier does not adhere to each paragraph in this Schedule 5 then the Supplier shall not be entitled to any addition to the price notwithstanding that the Supplier may have supplied additional or varied Goods and/or Services.