

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

Part A

CALL-OFF REFERENCE: **RM6060/SSP/002**

THE BUYER: **[REDACTED]**
Dismounted Close Combat (DCC)
MOD

BUYER ADDRESS **Soldier Training & Special Programmes**
Land Equipment
MOD Abbey Wood
#3260, Cedar 2A
Bristol BS34 8JH
[REDACTED]

THE SUPPLIER: **Volkswagen Group**

SUPPLIER ADDRESS: **Volkswagen Group UK Ltd "SUPPLIER"**
Yeomans Dr, Blakelands,
Milton Keynes
MK14 5AN

REGISTRATION NUMBER: **Not known**

DUNS NUMBER: **Not known**

SID4GOV ID: **Not Known**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21/12/18
It's issued under the Framework Contract with the reference number
RM6060/SSP/002 for the provision of 48 Amarok Highline 258 PS 3.0 V6 TDI 8sp
Automatic 4Motion vehicles.

CALL-OFF LOT(S):
[REDACTED]

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. 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) for RM6060
3. The following Schedules in equal order of precedence:
 - **Joint Schedules for RM6060**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 Part A (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.4)
5. Joint Schedule 5 (Corporate Social Responsibility) for RM6060

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 1. Order Cancellation

Please note that the following term supersedes that which is stated within Core Term 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 attempting 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.

Special Term 2. Transfer of Goods

Please note that the following term supersedes that which is stated within Core Term 3.2.3. The Supplier transfers risk in the Goods on Delivery and ownership of the Goods on payment for those Goods.

Special Term 3. Transfer of Goods

Please note that the following term supersedes that which is stated within Core Term 3.2.4. Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.

Special Term 4. Recall of Goods

Please note that the following term supersedes that which is stated within Core Term 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.

Special Term 5. Order Form Charges

Please note that the following term supersedes that which is stated within Core Term 4.1. In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

CALL-OFF START DATE: **15/01/2019**

CALL-OFF EXPIRY DATE: **15/01/2020**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF DELIVERABLES

Full breakdown of modifications can be found in Call-Off Schedule 4 (Call Off Tender) Annex A- Base Vehicle and Conversion & Annex B- Conversion Breakdown and Additional mods.

Delivery of all vehicles, including conversion and additional mods, shall be made to [REDACTED]. The first Equipment Delivery Date (EED) of [REDACTED] vehicles will be achieved by July 2019. The second EDD of the remaining [REDACTED] vehicles will be achieved by Nov 2019.

MAXIMUM LIABILITY

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

Value of Call-Off: £2,413,185.24 Ex VAT

CALL-OFF CHARGES

The Charges will not be impacted by any change to the Framework Charges. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Value: £2,413,185.24 Ex VAT

The Authority and Contractor will use the Contract Purchasing & Finance (CP&F) System as the payment mechanism.

BUYER'S INVOICE ADDRESS:

Ian Wright

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable



KEY SUBCONTRACTOR(S)

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

DEFFORM 539A has been filled out by the supplier and the information is in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits and agreed damages will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: Unlimited

The Service Period is the day after it is due to be delivered.

Credit Note value is: [REDACTED] per vehicle; per calendar day

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

For and on behalf of the Buyer:



Role:	Technical Sales Manager	Role:	COMMERCIAL OFFICER
Date:	21/12/18	Date:	14/1/19