

DHSC Terms and Conditions for the Supply of Goods

[For COVID-19 use only]

The Authority	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK	Date	28/05/2020																																								
The Supplier	DUNLOP BTL LTD, MPT House, Brunswick Road, Cobbs Wood Industrial Estate, Ashford, Kent, TN23 1EL Company Registration Number: 02996260	Document Created by	[REDACTED]																																								
Domestic/Overseas Supplier	<input checked="" type="checkbox"/> UK supplier <input type="checkbox"/> Overseas supplier	Version	1																																								
Category of Goods	<p>Apply 'x' where the category applies to this contract</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 40px;"> <tr> <td style="width: 50%;">Alcohol Hand Gel</td> <td style="width: 10%;"></td> <td style="width: 30%;">N95 Face Masks</td> <td style="width: 10%;"></td> </tr> <tr> <td>Aprons</td> <td></td> <td>Respirators FFP2</td> <td></td> </tr> <tr> <td>Body Bags</td> <td></td> <td>Respirators FFP3</td> <td></td> </tr> <tr> <td>Gowns</td> <td></td> <td>Face Shields</td> <td style="text-align: center;">x</td> </tr> <tr> <td>Coveralls</td> <td></td> <td>Goggles</td> <td></td> </tr> <tr> <td>Face Masks Type I</td> <td></td> <td>Gloves (Nitrile)</td> <td></td> </tr> <tr> <td>Face Masks Type II</td> <td></td> <td>Gloves (Vinyl)</td> <td></td> </tr> <tr> <td>Face Masks Type IIR</td> <td></td> <td>Gloves (Latex)</td> <td></td> </tr> <tr> <td>Other (please specify)</td> <td></td> <td>Hand Wash Solution</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> </table>			Alcohol Hand Gel		N95 Face Masks		Aprons		Respirators FFP2		Body Bags		Respirators FFP3		Gowns		Face Shields	x	Coveralls		Goggles		Face Masks Type I		Gloves (Nitrile)		Face Masks Type II		Gloves (Vinyl)		Face Masks Type IIR		Gloves (Latex)		Other (please specify)		Hand Wash Solution					
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Other (please specify)		Hand Wash Solution																																									

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules (“**Schedules**”) below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

The Definitions in Schedule 3 apply to the use of all capitalised terms in this Contract.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions
Schedule 3	Definitions and Interpretations
Schedule 4	Additional Special Conditions

Order Form

1. Contract Reference	1192	2. Date	28/05/2020
3. Buyer	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK	4. Supplier	DUNLOP BTL LTD, MPT House, Brunswick Road, Cobbs Wood Industrial Estate, Ashford, Kent, TN23 1EL Company Registration Number: 02996260
5. The Contract	<p>The Supplier shall supply the deliverable described below on the terms set out in this Order Form, Annex A and Annex B.</p> <p>Unless the Contract otherwise requires, capitalised expressed used in this Order Form have the same meanings as in Schedule 3.</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</p> <p>Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>		

6. Deliverables

The deliverables are as set out in the Purchase Order(s) at Annex A.

Delivered in accordance with the following instructions:

The Supplier will contact the Authority's agent as set out below to arrange for collection the goods in accordance with Annex A from the following addresses:

Authority's Agent (China):

	NAME	TEL	mail add
PPE	[REDACTED]	[REDACTED]	[REDACTED]
VENT	[REDACTED]	[REDACTED]	[REDACTED]
DONATE	[REDACTED]	[REDACTED]	[REDACTED]

Collection Address (Manufacturer):

Ningbo MSK Medical Co. Ltd/Ningbo Dongzhou Transmission Co. Ltd of No. 1 Riverside Road, Wangjia'ao, Yunlong Town, Ningbo, China 315137

Date(s) of Delivery:

- Batch 1 - 15th June 2020 - [REDACTED]
- Batch 2 - 22nd June 2020 - [REDACTED]
- Batch 3 - 29th June 2020 - [REDACTED]
- Batch 4 - 6th July 2020 - [REDACTED]
- Batch 5 - 13th July 2020 - [REDACTED]
- Batch 6 - 20th July 2020 - [REDACTED]
- Batch 7 - 27th July 2020 - [REDACTED]
- Batch 8 - 3rd August 2020 - [REDACTED]
- Batch 9 - 10th August 2020 - [REDACTED]
- Batch 10 - 17th August 2020 - [REDACTED]
- Batch 11 - 24th August 2020 - [REDACTED]
- Batch 12 - 31st August 2020 - [REDACTED]

Advance Shipping Notices should be sent to the following email address: nhspebookings@clippergroup.co.uk

Please include the following detail within the notice:

- Supplier Name (and code)
- Purchase Order No.
- Part No. / NPC Code (NHS specific code)
- Product Description (as complete as possible, ideally as per NHS product listing)
- Quantity (total)
- Pack Qty / Packs per pallet
- No. of pallets
- Quality status (i.e. approved, certification status etc.)
- Any product expiration dates

Goods

Product Description	Product Category	NPC	EN#	CE#	FDA #	Colour	Size	Total # items	Unit Price (exl VAT)	Total Price (exl VAT)	Currency
Face Shields MSK-101	Face Masks - Other	MSKO0100	EN 166:20 01 & EN 168:20 01	N/A	N/A	Clear	One Size	█	█	£7,320,000	GBP

Terms of Shipment - Incoterms

Please refer to the Vendor Manual.

Ex Works	FOB	DDP	Other (please specify)
X			

Factory Table - for Supply Chain Coordination Purposes Only

No.	Factory Name	Factory Address	Country	Key Contact Name	Key Contact Email	Product Description (ref Goods table above)
1	Yiwu Guanyong Bags Co. Ltd	2F Building 3, No 518 Shuangfeng Road, Fotang Town, Yiwu City, China	China	[REDACTED]	[REDACTED]	Face Shields MSK-101
2						
3						

Delivered in accordance with the following instructions:

Factory # (per 1 st column in factories table)	Product Description	Lot #	Colour	Size							Total # items	Inco terms	Key Dates			Mode of transport	Finance	
				One Size	XS	S	M	L	XL	XXL			Estimated Available Factory Date (ExWorks)	Estimated Delivery Date in Origin warehouse (FOB)	Estimated Delivery Date in UK warehouse (DDP)		Unit Price (exl VAT)	Total Price (exl VAT)
	Face Shields MSK-101	1	Clear	X									15th June 2020			Uniserve		
	Face Shields MSK-101	2	Clear	X									22nd June 2020			Uniserve		
	Face Shields MSK-101	3	Clear	X									29th June 2020			Uniserve		
	Face Shields MSK-101	4	Clear	X									6th July 2020			Uniserve		

	Face Shields MSK-101	5	Clear	X									13th July 2020			Uniserve		
	Face Shields MSK-101	6	Clear	X									20th July 2020			Uniserve		
	Face Shields MSK-101	7	Clear	X									27th July 2020			Uniserve		
	Face Shields MSK-101	8	Clear	X									3rd August 2020			Uniserve		
	Face Shields MSK-101	9	Clear	X									10th August 2020			Uniserve		
	Face Shields MSK-101	10	Clear	X									17th August 2020			Uniserve		
	Face Shields MSK-101	11	Clear	X									24th August 2020			Uniserve		
	Face Shields MSK-101	12	Clear	X									31st August 2020			Uniserve		
			Totals		N/A	N/A	N/A	N/A	N/A	N/A							Total	£7,320,000

Delivery Address:
Clipper Logistics plc
 Daventry DC,
 Danes Way,
 Dirft,
 Daventry,
 NN6 7GX

Packaging Instructions: Please refer to the DHSC PPE Vendors Standard Operating Procedure manual.

Please confirm how the products are to be packaged by lot.

Product Description	Product Category	Lot #	Ship Quantity	Units of Measure (Pack) for Outer	Qty of Units per Pack	Qty of Packs per shipment
Face Shields MSK-101	Face Masks - Other	1	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	2	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	3	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	4	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	5	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	6	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	7	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	8	████████	Cartons	████	████
Face Shields MSK-101	Face Masks - Other	9	████████	Cartons	████	████

Face Shields MSK-101	Face Masks - Other	10	[REDACTED]	Cartons	[REDACTED]	[REDACTED]
Face Shields MSK-101	Face Masks - Other	11	[REDACTED]	Cartons	[REDACTED]	[REDACTED]
Face Shields MSK-101	Face Masks - Other	12	[REDACTED]	Cartons	[REDACTED]	[REDACTED]

7. Specification	<p>The specification of the Deliverables is as set out Annex A.</p> <table border="1" data-bbox="389 197 1461 293"> <tr> <th data-bbox="389 197 564 255">Product tech spec</th> <th data-bbox="564 197 740 255">Test Certification</th> <th data-bbox="740 197 916 255">CE Certification</th> <th data-bbox="916 197 1091 255">EN Certification</th> <th data-bbox="1091 197 1267 255">FDA Certification</th> <th data-bbox="1267 197 1461 255">Photographs</th> </tr> <tr> <td data-bbox="389 255 564 293">X</td> <td data-bbox="564 255 740 293"></td> <td data-bbox="740 255 916 293"></td> <td data-bbox="916 255 1091 293">X</td> <td data-bbox="1091 255 1267 293"></td> <td data-bbox="1267 255 1461 293">X</td> </tr> </table>	Product tech spec	Test Certification	CE Certification	EN Certification	FDA Certification	Photographs	X			X		X																																																										
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X			X		X																																																																		
8. Term	<p>The Term shall commence on 15 June 2020</p> <p>And the Expiry Date shall be 24th August unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 5 Business days notice in writing to the supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>																																																																						
9. Charges	<p>The Charges for the Deliverables shall be set out below:</p> <table border="1" data-bbox="389 725 1461 1912"> <thead> <tr> <th data-bbox="389 725 788 842">Product Description</th> <th data-bbox="788 725 948 842">Price per unit (exl VAT)</th> <th data-bbox="948 725 1107 842">Total # items</th> <th data-bbox="1107 725 1267 842">Total Price (exl VAT)</th> <th data-bbox="1267 725 1461 842">Currency</th> </tr> </thead> <tbody> <tr><td data-bbox="389 842 788 927">Face Shields MSK-101 - Lot 1</td><td data-bbox="788 842 948 927">██████</td><td data-bbox="948 842 1107 927">██████</td><td data-bbox="1107 842 1267 927">██████</td><td data-bbox="1267 842 1461 927">GBP</td></tr> <tr><td data-bbox="389 927 788 1012">Face Shields MSK-101 - Lot 2</td><td data-bbox="788 927 948 1012">██████</td><td data-bbox="948 927 1107 1012">██████</td><td data-bbox="1107 927 1267 1012">██████</td><td data-bbox="1267 927 1461 1012">GBP</td></tr> <tr><td data-bbox="389 1012 788 1097">Face Shields MSK-101 - Lot 3</td><td data-bbox="788 1012 948 1097">██████</td><td data-bbox="948 1012 1107 1097">██████</td><td data-bbox="1107 1012 1267 1097">██████</td><td data-bbox="1267 1012 1461 1097">GBP</td></tr> <tr><td data-bbox="389 1097 788 1182">Face Shields MSK-101 - Lot 4</td><td data-bbox="788 1097 948 1182">██████</td><td data-bbox="948 1097 1107 1182">██████</td><td data-bbox="1107 1097 1267 1182">██████</td><td data-bbox="1267 1097 1461 1182">GBP</td></tr> <tr><td data-bbox="389 1182 788 1267">Face Shields MSK-101 - Lot 5</td><td data-bbox="788 1182 948 1267">██████</td><td data-bbox="948 1182 1107 1267">██████</td><td data-bbox="1107 1182 1267 1267">██████</td><td data-bbox="1267 1182 1461 1267">GBP</td></tr> <tr><td data-bbox="389 1267 788 1352">Face Shields MSK-101 - Lot 6</td><td data-bbox="788 1267 948 1352">██████</td><td data-bbox="948 1267 1107 1352">██████</td><td data-bbox="1107 1267 1267 1352">██████</td><td data-bbox="1267 1267 1461 1352">GBP</td></tr> <tr><td data-bbox="389 1352 788 1438">Face Shields MSK-101 - Lot 7</td><td data-bbox="788 1352 948 1438">██████</td><td data-bbox="948 1352 1107 1438">██████</td><td data-bbox="1107 1352 1267 1438">██████</td><td data-bbox="1267 1352 1461 1438">GBP</td></tr> <tr><td data-bbox="389 1438 788 1523">Face Shields MSK-101 - Lot 8</td><td data-bbox="788 1438 948 1523">██████</td><td data-bbox="948 1438 1107 1523">██████</td><td data-bbox="1107 1438 1267 1523">██████</td><td data-bbox="1267 1438 1461 1523">GBP</td></tr> <tr><td data-bbox="389 1523 788 1608">Face Shields MSK-101 - Lot 9</td><td data-bbox="788 1523 948 1608">██████</td><td data-bbox="948 1523 1107 1608">██████</td><td data-bbox="1107 1523 1267 1608">██████</td><td data-bbox="1267 1523 1461 1608">GBP</td></tr> <tr><td data-bbox="389 1608 788 1693">Face Shields MSK-101 - Lot 10</td><td data-bbox="788 1608 948 1693">██████</td><td data-bbox="948 1608 1107 1693">██████</td><td data-bbox="1107 1608 1267 1693">██████</td><td data-bbox="1267 1608 1461 1693">GBP</td></tr> <tr><td data-bbox="389 1693 788 1778">Face Shields MSK-101 - Lot 11</td><td data-bbox="788 1693 948 1778">██████</td><td data-bbox="948 1693 1107 1778">██████</td><td data-bbox="1107 1693 1267 1778">██████</td><td data-bbox="1267 1693 1461 1778">GBP</td></tr> <tr><td data-bbox="389 1778 788 1863">Face Shields MSK-101 - Lot 12</td><td data-bbox="788 1778 948 1863">██████</td><td data-bbox="948 1778 1107 1863">██████</td><td data-bbox="1107 1778 1267 1863">██████</td><td data-bbox="1267 1778 1461 1863">GBP</td></tr> <tr> <td data-bbox="389 1863 788 1912">Total Price (excluding VAT)</td> <td data-bbox="788 1863 948 1912">£7,320,000.00</td> <td data-bbox="948 1863 1107 1912"></td> <td data-bbox="1107 1863 1267 1912"></td> <td data-bbox="1267 1863 1461 1912"></td> </tr> </tbody> </table> <p>Deposit amount: 0 Deposit percentage (of overall price): 0</p>	Product Description	Price per unit (exl VAT)	Total # items	Total Price (exl VAT)	Currency	Face Shields MSK-101 - Lot 1	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 2	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 3	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 4	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 5	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 6	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 7	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 8	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 9	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 10	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 11	██████	██████	██████	GBP	Face Shields MSK-101 - Lot 12	██████	██████	██████	GBP	Total Price (excluding VAT)	£7,320,000.00			
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	<p>Payment terms:</p> <table border="1" data-bbox="389 215 1487 349"> <thead> <tr> <th data-bbox="389 215 663 309">Payment on factory availability</th> <th data-bbox="663 215 943 309">Payment on delivery at UK warehouse</th> <th data-bbox="943 215 1214 309">Payment on delivery at overseas cargo freight warehouse</th> <th data-bbox="1214 215 1487 309">Other (please specify)</th> </tr> </thead> <tbody> <tr> <td data-bbox="389 309 663 349"></td> <td data-bbox="663 309 943 349"></td> <td data-bbox="943 309 1214 349" style="text-align: center;">X</td> <td data-bbox="1214 309 1487 349"></td> </tr> </tbody> </table> <p>Weekly updates of availability of products must be sent to: UpdatePPEAvail@ugroup.co.uk Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information</p>		Payment on factory availability	Payment on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)			X	
Payment on factory availability	Payment on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)							
		X								
<p>10. Payment</p>	<p>The Authority agrees to pay the Supplier the value of the Goods as set out in Lots 01 to 12 of the Purchase Order Form. Upon presentation of a valid invoice and accompanying collection confirmation from the Authority's agent.</p> <p>Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the "PO Number"). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be send quoting a valid purchase order number. Every payment request must be accompanied by a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing lists.</p> <p>Email to: england.commercialcoe@nhs.net</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes all necessary information as specified in the DHSC PPE Vendors Standard Operating Procedure manual.</p> <p>Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information on invoicing and payment.</p> <p>If you have a query regarding an outstanding payment please contact england.commercialcoe@nhs.net</p>									
<p>11. Buyer Authorised Representative</p>	<p>For general liaison your contact will be the DHSC PPE contract management team: england.commercialcoe@nhs.net</p>									
<p>12. Seller's Authorised Representative (s)</p>	<p>For general liaison your contact will be  </p>									
<p>13. Address for notices</p>	<p>Buyer: Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK england.commercialcoe@nhs.net Tel:</p>	<p>Supplier: DUNLOP BTL LTD, MPT House, Brunswick Road, Cobbs Wood Industrial Estate, Ashford, Kent, TN23 1EL  </p>								

<p>14. Key personnel</p>	<p>Buyer:</p> <p>Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK</p> <p>england.commercialcoe@nhs.net</p>	<p>Supplier: DUNLOP BTL LTD, MPT House, Brunswick Road, Cobbs Wood Industrial Estate, Ashford, Kent, TN23 1EL</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>15. Procedures and Policies</p>	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclose and Barring Service check. The supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “Relevant conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	

Signed by the authorised representative of THE AUTHORITY

Name:	[REDACTED]	Signature:	[REDACTED]
Position:	Deputy Director	Date	31 st May 2020

Signed by the authorised representative of THE SUPPLIER

Name:	[REDACTED]	Signature	[REDACTED]
Position:	Managing Director	Date	28/05/2020

Schedule 1

Key Provisions

Standard Key Provisions

1 Application of the Key Provisions

- 1.1 The standard Key Provisions at Clauses 1 to 2 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 3 to 12 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

2 Order of precedence

- 2.1 Subject always to Clause 1.9 of Schedule 3 should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:
 - 2.1.1 Order Form
 - 2.1.2 Schedule 1: Key Provisions;
 - 2.1.3 **Error! Reference source not found.:** General Terms and Conditions;
 - 2.1.4 Schedule 3: Definitions and Interpretations;
 - 2.1.5 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.
- 2.2 For the avoidance of doubt, the Order Form shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's responses, proposals and/or method statements as included In these Terms and Conditions. Should there be a conflict between these parts of the Order Form, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

3 Quality assurance standards (only applicable to the Contract if this box is checked and the standards are listed)

- 3.1 The following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods: *EN 166:2001 & EN 168:2001*

4 Purchase Orders (only applicable to the Contract if this box is checked)

- 4.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Goods to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract and shall ensure that the any Purchase Order is clearly noted on

each delivery. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Goods shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Goods covered by a valid Purchase Order.

5 Time of the essence (only applicable to the Contract if this box is checked)

5.1 Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 12.4 (i) of **Schedule 2** ..

6 Specific time periods for inspection (only applicable to the Contract if this box is checked and Clause 6.1 of this Schedule 1 is completed)

6.1 The Authority shall visually inspect the Goods within [*insert time period during which any inspection must be carried out*] of the date of delivery of the relevant Goods.

7 Specific time periods for rights and remedies under Clause 4.6 of Error! Reference source not found. (only applicable to the Contract if this box is checked and Clause 7.1 of this Schedule 1 is completed)

7.1 The Authority's rights and remedies under Clause 4.6 of **Error! Reference source not found.** shall cease [*insert period – e.g. 12 months*] from the date of delivery of the relevant Goods.

8 Termination for convenience (only applicable to the Contract if this box is checked and Clause 8.1 of this Schedule 1 is completed)

8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on [**one (1)/three (3) months'**] written notice

9 Right to terminate (only applicable to the Contract if this box is checked)

9.1 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of this Contract in circumstances where it is served with a valid Breach Notice having already been served with at least [two (2)] previous valid Breach Notices within the last twelve (12) calendar month rolling period as a result of any previous material breaches of this Contract which are capable of remedy (whether or not the Party in breach has remedied the breach in accordance with a Remedial Proposal). The twelve (12) month rolling period is the twelve (12) months immediately preceding the date of the [third] Breach Notice.

10 Consigned Goods (only applicable to the Contract if this box is checked)

10.1 Provided that such Consignment Request is consistent with the forecast requirement for the Goods (as set out in the Order Form and/or as calculated in accordance with any relevant processes set out in this document and/or as otherwise agreed by the Parties in writing), the Supplier shall deliver the Consigned Goods in accordance with Clause **Error! Reference source not found.** of **Error! Reference source not found.** in response to a Consignment Request for their eventual purchase and use by the Authority in accordance with the terms set out in this Contract.

10.2 For the avoidance of doubt, Clause 4 of **Error! Reference source not found.** shall apply to the inspection, rejection, return and recall of the Consigned Goods.

10.3 The Authority shall, or shall procure that its third party provider shall, maintain any storage facilities throughout the term of this Contract where the Consigned Goods are to be stored in such manner that such storage facilities remain suitable to store the Consigned Goods.

- 10.4 Prior to the Consigned Goods being taken into use by the Authority, the Authority shall ensure that:
- 10.4.1 the Consigned Goods are stored at the storage facilities in such a manner as to protect them from damage or deterioration;
 - 10.4.2 the Consigned Goods in its possession remain readily identifiable as the Supplier's property;
 - 10.4.3 any identifying marks or packaging on or relating to the Consigned Goods are not removed, defaced or obscured; and
 - 10.4.4 the Consigned Goods are kept in satisfactory condition in accordance with any reasonable and necessary instructions from the Supplier from time to time.
- 10.5 The Authority shall keep accurate stock records in relation to any Consigned Goods and shall provide the Supplier with a sales report ("**Sales Report**") each [**week/month/quarter/other agreed period**] detailing current stock levels and the Consigned Goods taken into use by the Authority. For the avoidance of doubt, a sale will take place at the point any Consigned Goods are taken into use by the Authority.
- 10.6 On receipt of the Sales Report, the Supplier may invoice the Authority the Contract Price for all of the Consigned Goods taken into use by the Authority (as set out in that Sales Report).
- 10.7 Each [**week/month/quarter/other agreed period**] the Authority shall take into use and purchase at the Contract Price at least the minimum quantity of Consigned Goods specified in the Order Form for such period (if any) ("**Minimum Quantity**"). If the Supplier fails to supply the Authority with any Consigned Goods required by the Authority (including, without limitation, where the Authority obtains substitute goods from a third party as a result), the Minimum Quantity for the period in question shall be reduced by the quantity of the Consigned Goods that the Supplier fails to supply. Except to the extent that the Authority's failure to purchase the Minimum Quantity during any given period is caused by the Supplier's default or a Force Majeure Event, if the Authority purchases less than the Minimum Quantity for a given period, the Supplier may charge the Authority for any shortfall between:
- 10.7.1 the Contract Price of the Minimum Quantity in the relevant period; and
 - 10.7.2 the Contract Price for Consigned Goods purchased by the Authority in that period.
- 10.8 The Authority (on a first in first out basis) may return to the Supplier any Consigned Goods that it is unable to use ("**Returned Goods**") by giving written notice to that effect ("**Returns Notice**"). Upon receipt of a Returns Notice, the Supplier shall collect the Returned Goods at the Supplier's risk and expense within ten (10) Business Days of the date of the Returns Notice. If the Supplier requests and the Authority accepts that the Returned Goods should be disposed of by the Authority rather than returned to the Supplier, the Authority may invoice the Supplier for the costs associated with the disposal of the Returned Goods and the Supplier shall pay any such costs.
- 10.9 Risk in respect of any Returned Goods shall pass to the Supplier on the earlier of: (a) collection by the Supplier; or (b) immediately following the expiry of ten (10) Business Days from the date of the Returns Notice related to such Returned Goods. If Returned Goods are not collected within ten (10) Business Days of the date of the relevant Returns Notice, the Authority may return the Returned Goods to the Supplier at the Supplier's risk and expense and/or charge the Supplier for the cost of storage from the expiry of ten (10) Business Days from the date of the relevant Returns Notice. The Authority may invoice the Supplier for such return expenses and/or storage costs and the Supplier shall pay any such expenses or costs.
- 10.10 The Consigned Goods shall at all times be subject to the direction and control of the Supplier, and the Supplier may (at the Supplier's risk and expense), upon (10) Business Days written notice to the Authority, collect (on a first in first out basis) any Consigned Goods that have not been taken

into use by the Authority within [*insert period*] of their delivery to the Authority and/or which have a remaining shelf life of less than [*insert period*].

- 10.11 The Authority acknowledges that it holds Consigned Goods in its possession as bailee for the Consignor until such time as ownership passes in accordance with Clause 3.2 of **Error! Reference source not found.**
- 10.12 On the termination or expiry of this Contract for whatever reason, all Consigned Goods not taken into use by Authority as at the point of such termination or expiry shall be deemed Returned Goods. Such Returned Goods shall be deemed the subject of a Returns Notice that shall be deemed to have been received by the Supplier with a notice date the same as the date of the expiry or earlier termination of this Contract. Clauses 10.8 and 10.9 of this Schedule 1 shall then apply accordingly and this Clause, together with Clauses 10.8 and 10.9 of this Schedule 1, shall survive the expiry or earlier termination of this Contract for these purposes.

11 Supply of PPE Goods (only applicable to the Contract if this box is checked)

Regulatory Requirements

- 11.1 The Supplier acknowledges and understands that when procuring PPE the Authority is required to ensure the PPE Goods are compliant with and meet applicable legal and regulatory requirements.
- 11.2 The Supplier shall supply the PPE Goods to Authority in accordance with the terms of this Contract and in accordance with the relevant requirements of applicable laws and regulations applicable to the supply of PPE, including, as applicable, the EU PPE Regulation 2016/425, the Personal Protective Equipment (Enforcement) Regulations 2018 and the Medical Device Regulations 2002 (together the "PPE Laws").
- 11.3 Save in relation to any PPE Goods for which the Supplier has approval in accordance with the cross-Government Decision Making Committee and without prejudice to the generality of clause 12.2, the Supplier shall ensure for PPE Goods supplied:
- 11.3.1 the appropriate conformity assessment procedure(s) applicable to the PPE Goods have been followed;
- 11.3.2 all declarations of conformity and approvals required by PPE Laws are in place prior to the delivery of any PPE Goods to the Authority;
- 11.3.3 where required by PPE Laws, there is a CE mark affixed to the PPE Goods in accordance with the PPE Laws; and
- 11.3.4 where, necessary current EC-type examinations certificates are in place for the PPE Goods.
- 11.4 If there are any PPE Goods supplied to the Authority hereunder that require a CE mark under more than one set of regulations, due to the nature of those PPE Goods, including and not limited to:
- PPE Laws;
 - Control of Lead at Work Regulations 2002;
 - Ionising Radiations Regulations 2017;
 - Control of Asbestos Regulations 2012;
 - Control of Substances Hazardous to Health Regulations 2002; and
 - any other relevant regulations,

the Supplier shall ensure that the CE marking for any such PPE Goods is affixed in accordance with the relevant requirements and shall indicate that the PPE Goods also fulfils the provisions of that other regulation or regulations.

Goods bought to the market before 21 April 2019

- 11.5 The Supplier shall provide details, including any EC-type examination certificates and approval decisions issued under Directive 89/686/EEC and Directive 93/42/EEC (if applicable), and corresponding national implementing legislation, of any PPE Goods supplied under this Contract that have been placed on the market before 21 April 2019 and products already in the distribution chain by that date confirming that these can continue to be supplied as PPE to the Authority until 21 April 2023, unless their certificate or approval will expire before that date.

Other Specific Requirements

- 11.6 The Supplier shall offer to the Authority spares and consumables required for any of the PPE Goods supplied to the Authority. The Supplier agrees any charging rate for the spares and consumables shall be inclusive of all packaging and standard delivery.
- 11.7 The Supplier shall ensure that each delivery of PPE Goods shall be properly labelled in accordance with PPE Laws and such labelling and any user instructions relating to the use of the PPE Goods is clearly legible and in English.

PURCHASE ORDER FORM No 001

Item Number	Deliverables					
	Item Specification	NPC Code	Delivery Schedule	Total Qty (units)	Firm Price (£) Ex VAT	
					Per Item (GBP/unit)	Total
01	Face Shields MSK-101 - Lot 1	MSKO0100	15th June 2020			
02	Face Shields MSK-101 - Lot 2	MSKO0100	22nd June 2020			
03	Face Shields MSK-101 - Lot 3	MSKO0100	29th June 2020			
04	Face Shields MSK-101 - Lot 4	MSKO0100	6th July 2020			
05	Face Shields MSK-101 - Lot 5	MSKO0100	13th July 2020			
06	Face Shields MSK-101 - Lot 6	MSKO0100	20th July 2020			
07	Face Shields MSK-101 - Lot 7	MSKO0100	27th July 2020			
08	Face Shields MSK-101 - Lot 8	MSKO0100	3rd August 2020			
09	Face Shields MSK-101 - Lot 9	MSKO0100	10th August 2020			
10	Face Shields MSK-101 - Lot 10	MSKO0100	17th August 2020			
11	Face Shields MSK-101 - Lot 11	MSKO0100	24th August 2020			
12	Face Shields MSK-101 - Lot 12	MSKO0100	31st August 2020			
					Total	£7,320,000

Form GAT_10-M04, version 00, effective since March 6th, 2020

Certificate of Compliance



No. OP200402R.YGB0T81

Technical Construction File no. TPZJ20033123715

Certificate's Holder: Yiwu Guanyong Bags Co., Ltd.
2F, Building 3, No.518 Shuangfeng Road,
Fotang Town, Yiwu City

Certification ECM Mark:



Product: FACE SHIELD

Model(s): This certificate certifies only the product without its own specific models

Verification to: Standard:
EN 166:2001, EN 168:2001

related to CE Directive(s):
R 2016/425 (Personal Protective Equipment)

Remark: This document has been issued on a voluntary basis and upon request of the manufacturer. It is our opinion that the technical documentation received from the manufacturer is satisfactory for the requirements of the ECM Certification Mark. The conformity mark above can be affixed on the products accordingly to the ECM regulation about its release and its use.

Additional information and clarification about the Marking:



The manufacturer is responsible for the CE Marking process, and if necessary, must refer to a Notified Body. This document has been issued on the basis of the regulation on ECM Voluntary Mark for the certification of products. RG01_ECM rev.3 available at: www.entecerma.it

Issuance date: 02 April 2020

Expiry date: 01 April 2025

Reviewer
Technical expert
Amanda Payne

Approver
ECM Service Director
Luca Bedonni

Ente Certificazione Macchine Srl

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Test Report

No. TPZJ20033123715

Date: 2020/04/02

The following sample(s) was/were submitted and identified by the client as:

Applicant	: Yiwu Guanyong Bags Co., Ltd.
Address	: 2F, Building 3, No.518 Shuangfeng Road, Fotang Town, Yiwu City
Sample Description	: FACE SHIELD
Main Model	: /
Sample Receiving Date	: Mar. 31,2020
Testing Period	: Mar. 31,2020 to April 02,2020
Testing Performed	: SELECTED TEST(S) AS REQUESTED BY APPLICANT
Test Requested	: EN 166:2001, EN 168:2001
Test Result(s)	: FOR FUTURE DETAILS, PLEASE REFER TO THE FOLLOWING PAGE(S)
Conclusion	: THE SUBMITTED SAMPLE MET THE TEST REQUIREMENT

For and on behalf of

Shanghai Global Testing Services Co., Ltd.



Authorized Signature

Shi Lei/Kevin

Test Report

No. TPZJ20033123715

Date: 2020/04/02

Test result:

Test Property	Test Method	Test Principle / Requirements	The Result
5. Designation of filters			N/A
6. Design and manufacturing requirements			-
General construction	Clause 6.1	Eye-protectors shall be free from projections, sharp edges or other defects which are likely to cause discomfort or injury during use.	Pass
Materials	Clause 6.2	No parts of the eye-protector which are in contact with the wearer shall be made of materials which are known to cause any skin irritation.	Pass
Headbands	Clause 6.3	Headbands, when used as the principal means of retention, shall be at least 10 mm wide over any portion which may come into contact with the wearer's head. Headbands shall be adjustable or self-adjusting.	N/A
7. Basic, particular and optional requirements			-
Basic requirements	Clause 7.1.1	Field of vision The size of the field of vision is defined in conjunction with the appropriate head-form described in clause 17 of EN 168:2001. Eye-protectors shall exhibit a minimum field of vision defined by the two ellipses in Figure 1 when placed and centered at a distance of 25 mm from the surface of the eyes of the appropriate head-form. The horizontal axis shall be parallel to and 0,7 mm below the height of the line connecting the centres of the two eyes.	Pass
	Clause 7.1.2	Optical requirements	N/A
	Clause 7.1.3	Quality of material and surface Except for a marginal area 5 mm wide, oculars shall be free from any significant defects likely to impair vision in use, such as bubbles, scratches, inclusions, dull spots, pitting, mould marks, scouring, grains, pocking, scaling and undulation.	Pass
	Clause 7.1.4	Robustness	-
	Clause	Minimum robustness	N/A

Test Report

No. TPZJ20033123715

Date: 2020/04/02

	7.1.4.1	This requirement relates only to cover plates and oculars with filtering effect and need not be assessed if these items are intended to meet the requirements for increased robustness or resistance to high speed particles, in which case the requirements of 7.1.4.2 or 7.2.2 shall be met.	
	Clause 7.1.4.2	Increased robustness	-
	Clause 7.1.4.2.1	Unmounted oculars The oculars shall withstand the impact of a 22 mm nominal diameter steel ball, of 43 g minimum mass, striking the ocular at a speed of approximately 5,1 m/s, when tested in accordance with 3.1 of EN 168:2001.	Pass
	Clause 7.1.4.2.2	Complete eye-protectors and frames The complete eye-protector or frame shall withstand the lateral and frontal impacts of a steel ball striking at a specified speed.	Pass
	Clause 7.1.5	Resistance to ageing	-
	Clause 7.1.5.1	Stability at an elevated temperature Assembled eye-protectors shall show no apparent deformation when tested by the method specified in clause 5 of EN 168:2001.	Pass
	Clause 7.1.6	Resistance to corrosion	N/A
	Clause 7.1.7	Resistance to ignition Eye-protectors shall be tested in accordance with the method specified in clause 7 of EN 168:2001 and shall be considered to be satisfactory if no part of the eye-protector ignites or continues to glow after removal of the steel rod.	Pass
Particular requirements	Clause 7.2	Protection against optical radiation	N/A
Optional requirements	Clause 7.3	Optional requirements are specified for additional characteristics of eye-protectors which may be found to be beneficial to the user for operational reasons.	N/A

Test Report

No. TPZJ20033123715

Date: 2020/04/02

Sample Photo



