

## DHSC Terms and Conditions for the Supply of PPE v6

<b>The Authority</b>	<b>Department of Health and Social Care</b> 39 Victoria Street, London, SW1H 0EU, UK	<b>Date</b>	20th June 2020																																				
<b>The Supplier</b>	<b>UK-China Trading Ltd</b> Billing/Postal Address: 2 Horsburgh Gardens, Balerno, Edinburgh, EH14 7BY Registered office: Royal Mews C/O Crossley & Co Accountants, St. Georges Place, Cheltenham, England, GL50 3PQ	<b>Document Created by</b>	<b>Department of Health and Social Care</b> 39 Victoria Street, London, SW1H 0EU, UK																																				
<b>Domestic/Overseas Supplier</b>	<input type="checkbox"/> <b>UK supplier</b> <input checked="" type="checkbox"/> <b>Overseas supplier</b>	<b>Version</b>	2																																				
<b>Category of Goods</b>	<p><b>Apply 'x' where the category applies to this contract</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Alcohol Hand Gel</td> <td style="width: 5%;"></td> <td style="width: 35%;">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></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 style="text-align: center;">X</td> <td>Gloves (Latex)</td> <td></td> </tr> <tr> <td>Other (please specify)</td> <td></td> <td>Hand Wash Solution</td> <td></td> </tr> </table>			Alcohol Hand Gel		N95 Face Masks		Aprons		Respirators FFP2		Body Bags		Respirators FFP3		Gowns		Face Shields		Coveralls		Goggles		Face Masks Type I		Gloves (Nitrile)		Face Masks Type II		Gloves (Vinyl)		Face Masks Type IIR	X	Gloves (Latex)		Other (please specify)		Hand Wash Solution	
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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

<b>Schedule 1</b>	Key Provisions
<b>Schedule 2</b>	General Terms and Conditions
<b>Schedule 3</b>	Definitions and Interpretations
<b>Schedule 4</b>	Additional Special Conditions

### Order Form

<b>1. Contract Reference</b>	DHSC/17215	<b>2. Date</b>	20th June 2020
<b>3. Authority</b>	<b>Department of Health and Social Care</b> 39 Victoria Street, London, SW1H 0EU, UK	<b>4. Supplier</b>	<b>UK-China Trading Ltd</b> Billing/Postal Address: 2 Horsburgh Gardens, Balerno, Edinburgh, EH14 7BY Registered office: Royal Mews C/O Crossley & Co Accountants, St. Georges Place, Cheltenham, England, GL50 3PQ Registered company number: 07390224
<b>5. The Contract</b>	The Supplier shall supply the deliverable described below on the terms set out in this Order Form and the Schedules and any Annexes.  Unless the Contract otherwise requires, capitalised expressed used in this Order Form have the same meanings as in Schedule 3.  In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.  Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.		

## 6. Deliverables

### Goods

Product Description	Product Category	NPC	EN#	CE #	FDA#	Colour	Size						Total # items	Unit Price (exl VAT)	Total Price (exl VAT)	Currency
							One Size	XS	S	M	L	XL				
Type IIR Face Masks	Face Masks	MKTIIIR015 5				White/ Blue	X								£25,400,000.00	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	Xinxiang Huaxi Sanitary Materials Co LTD Registered Number: 91410728725817181U	Dingluan Industrial Zone, Changyuan County, Xinxiang City, Henan Province, 453412	China	██████████	██████████ ██████████	Type IIR Face Masks

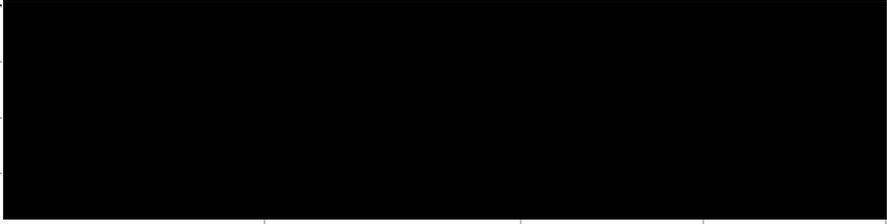
**Delivered in accordance with the following instructions:**

The supplier will contact the Authority's agent DHSC PPE Vendors Standard Operating Procedure manual to arrange for collection the goods from the following addresses:

Xinxiang Huaxi Sanitary Materials Co LTD  
Dingluan Industrial Zone, Changyuan County, Xinxiang City, Henan Province, 453412  
Registered Number: 91410728725817181U

Factory # (per 1 <sup>st</sup> column in factories table)	Product Description	Lot #	Colour	Size							Total # items	Inco terms	Key Dates			Finance		
				One Size	XS	S	M	L	XL	XX L			Estimated Available Factory Date (ExWorks)	Estimated Delivery Date in Origin warehouse (FOB)	Estimated Delivery Date in UK warehouse (DDP)	Mod e of transport	Unit Price (exl VAT)	Total Price (exl VAT)
#1	Type IIR Face Mask	1		X														
#1	Type IIR Face Mask	2		X														
#1	Type IIR Face Mask	3		X														
#1	Type IIR Face Mask	4		X														
#1	Type IIR Face Mask	5		X														
#1	Type IIR Face Mask	6		X														



<i>Type IIR Face Masks</i>	<i>Face Masks</i>	9	
<i>Type IIR Face Masks</i>	<i>Face Masks</i>	10	
<i>Type IIR Face Masks</i>	<i>Face Masks</i>	11	
<i>Type IIR Face Masks</i>	<i>Face Masks</i>	12	

<b>7. Specification</b>	<p>The specification of the Deliverables is as set out <b>below at Annex B.</b></p> <p><b>Please confirm which documents are inserted into the Annex.</b></p> <table border="1" data-bbox="373 248 1449 342"> <thead> <tr> <th>Product tech spec</th> <th>Test Certification</th> <th>CE Certification</th> <th>EN Certification</th> <th>FDA Certification</th> <th>Photographs</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>X</td> <td></td> <td>X</td> <td></td> <td>X</td> </tr> </tbody> </table>	Product tech spec	Test Certification	CE Certification	EN Certification	FDA Certification	Photographs	X	X		X		X
Product tech spec	Test Certification	CE Certification	EN Certification	FDA Certification	Photographs								
X	X		X		X								
<b>8. Term and Termination</b>	<p>The Term shall commence on placement of the Purchase Order 001 at Annex A and continue until delivery of the Goods under the Purchase Orders, unless this Contract is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Authority 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 delivery of the last batch of Goods under any Purchase Order. The terms and conditions of the Contract shall apply throughout any such extended period.</p>												
<b>9. Charges</b>	<p>The Charges for the Deliverables shall be set out in Annex A</p> <p>Payments shall be as followed:</p> <ol style="list-style-type: none"> <li>1. The Authority agrees to pay the Supplier the value of the Goods as set out in Line 01A of the Purchase Order Form 001 at Annex A (20% of Batch 01 order value) upon the commencement of this Contract and presentation of a valid invoice.</li> <li>2. Upon presentation of a valid invoice and accompanying collection confirmation from the Authority's agent; the Authority agrees to pay Lines 01B, 01C and 01D as set out in Purchase Order 001 at Annex A.</li> <li>3. The Authority agrees to pay the Supplier the value of the Goods as set out in Line 02A of the Purchase Order Form 001 at Annex A (20% of Batch 02 order value) on 02/07/2020 following delivery and acceptance of Batch 01B.</li> <li>4. Upon presentation of a valid invoice and accompanying collection confirmation from the Authority's agent; the Authority agrees to pay Lines 02B, 02C, 02D and 02E as set out in Purchase Order 001 at Annex A.</li> <li>5. The Authority agrees to pay the Supplier the value of the Goods as set out in Line 03A of the Purchase Order Form 001 at Annex A (20% of Batch 03 order value) on 23/07/2020 following delivery and acceptance of Batch 02B.</li> <li>6. Upon presentation of a valid invoice and accompanying collection confirmation from the Authority's agent; the Authority agrees to pay Lines 03B, 03C, 03D, 03E and 03F as set out in Purchase Order 001 at Annex A</li> </ol> <p><b>Payment terms</b></p> <table border="1" data-bbox="373 1789 1469 1957"> <thead> <tr> <th>Payment on factory availability</th> <th>Payment on delivery at UK warehouse</th> <th>Payment on delivery at overseas cargo freight warehouse</th> <th>Other (please specify)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>X Payment Ex Works</td> </tr> </tbody> </table> <p><b>Weekly updates of availability of products must be sent to:</b>  <a href="mailto:UpdatePPEAvail@ugroup.co.uk">UpdatePPEAvail@ugroup.co.uk</a></p>	Payment on factory availability	Payment on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)				X Payment Ex Works				
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			X Payment Ex Works										

	Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information	
<b>10. Payment</b>	<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>In order to expedite payments, the supplier will make clear in their submission of a valid invoice with accompanying collection evidence from the Authority's agent that the invoice is to be paid within 2 days.</p> <p>All invoices must be sent 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: <a href="mailto:england.commercialcoe@nhs.net">england.commercialcoe@nhs.net</a></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 <a href="mailto:england.commercialcoe@nhs.net">england.commercialcoe@nhs.net</a></p>	
<b>11. Authority Authorised Representative</b>	For general liaison your contact will be the DHSC PPE contract management team: <a href="mailto:england.commercialcoe@nhs.net">england.commercialcoe@nhs.net</a>	
<b>12. Seller's Authorised Representative (s)</b>	For general liaison your contact will be: [REDACTED] or, in their absence, [REDACTED]	
<b>13. Address for notices</b>	<p><b>Authority:</b></p> <p><b>Department of Health and Social Care</b> 39 Victoria Street, London, SW1H 0EU, UK</p>	<p><b>Supplier:</b></p> <p><b>UK-China Trading Ltd</b> 2 Horsburgh Gardens, Balerno, Edinburgh, EH14 7BY</p> <p>Registered company number: 07390224 [REDACTED] [REDACTED] [REDACTED]</p>
<b>14. Key personnel</b>	<p><b>Authority:</b></p> <p><b>Department of Health and Social Care</b></p>	<p><b>Supplier:</b></p> <p>UK-China Trading Ltd 2 Horsburgh Gardens,</p>

	39 Victoria Street, London, SW1H 0EU, UK	Balerno, Edinburgh, EH14 7BY Registered company number: 07390224 [REDACTED] [REDACTED] [REDACTED]
<b>15. Procedures and Policies</b>	The Authority 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 Authority, or is of a type otherwise advised by the Authority (each such conviction a “ <b>Relevant conviction</b> ”), 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.	
<b>16. Compliance with Anti-Slavery and Human Trafficking Laws</b>	<p>16.1 In performing its obligations under this Contract, the Supplier shall:</p> <ul style="list-style-type: none"> <li>a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and</li> <li>b) maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and</li> <li>c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and</li> <li>d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 16 of this Order Form and ensure that each of its subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.</li> </ul> <p>16.2 The Supplier represents and warrants that on the commencement of this Contract and during its term that:</p> <ul style="list-style-type: none"> <li>a) neither the Supplier it’s sub-contractors or suppliers nor any of their respective officers, employees or other persons associated with them: <ul style="list-style-type: none"> <li>i. has been convicted of any offence involving slavery and human trafficking; and</li> <li>ii. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.</li> </ul> </li> </ul> <p>16.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>16.4 The Supplier shall notify the Authority as soon as it becomes aware of:</p> <ul style="list-style-type: none"> <li>a) any breach, or potential breach, of the this clause 16; or</li> <li>b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.</li> </ul> <p>16.5 The Supplier shall prepare and deliver to the Authority, by the anniversary of</p>	

	<p>the Commencement Date and each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p> <p>16.6 The Supplier shall:</p> <ol style="list-style-type: none"> <li>a) maintain a complete set of records to trace the supply chain of all Goods provided to the Authority in connection with this Contract;</li> <li>b) permit the Authority and its third party representatives, on reasonable notice during normal business hours, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause; and</li> <li>c) implement annual audits of its compliance and its subcontractors' and suppliers' compliance with this clause 16, either directly or through a third party auditor.</li> </ol> <p>16.7 The Supplier shall indemnify the Authority against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Authority as a result of any breach of this clause 16.</p> <p>16.8 The Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:</p> <ol style="list-style-type: none"> <li>a) commits any breach of clauses 16.1 and/or 16.2; and/or</li> <li>b) commits a material breach of any of clauses 16.3 to 16.7 (inclusive) which is: <ol style="list-style-type: none"> <li>i. not remedied by the Supplier within 30 days; or</li> <li>ii. where such breach is incapable of remedy.</li> </ol> </li> </ol> <p>16.9 The Parties agree and acknowledge that clauses 7.22.1 and 7.22.2 of Schedule 2 (General Terms and Conditions) shall be deemed to be deleted.</p>
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**Signed by the authorised representative of THE AUTHORITY**

Name:			
Position:	Deputy Director	Date	20th June 2020

**Signed by the authorised representative of THE SUPPLIER**

Name:		Signature	
Position:	CEO/Director	Date	16/06/2020

## 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 Schedule 2: 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 quality assurance standards as set out in Annex A shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods.

#### **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 Schedule 2  (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 Schedule 2 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) 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 2 of Schedule 2 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 Schedule 2 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 Schedule 2.
- 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 Electronic product information  (only applicable to the Contract if this box is checked)**

- 11.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information in such manner and upon such media as agreed between the Supplier and the Authority from time to time for the sole use by the Authority.
- 11.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same.
- 11.3 If the Product Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Product Information.
- 11.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and any Intellectual Property Rights in the Product Information for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Authority's contracts from time to time.
- 11.5 Before any publication of the Product Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's product catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Product Information in any product catalogue as a result of the approval.
- 11.6 If requested in writing by the Authority, and to the extent not already agreed as part of writing, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System

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

*Regulatory Requirements*

- 12.1 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.
- 12.2 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").
- 12.3 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:

- 12.3.1 the appropriate conformity assessment procedure(s) applicable to the PPE Goods have been followed;
- 12.3.2 all declarations of conformity and approvals required by PPE Laws are in place prior to the delivery of any PPE Goods to the Authority;
- 12.3.3 where required by PPE Laws, there is a CE mark affixed to the PPE Goods in accordance with the PPE Laws; and
- 12.3.4 where, necessary current EC-type examinations certificates are in place for the PPE Goods.
- 12.4 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*

- 12.5 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*

- 12.6 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.
- 12.7 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.
- 12.8 The Supplier shall ensure that all PPE Goods are covered by a valid EU Declaration of Conformity, translated into English and shall procure that this shall be retained by the Supplier and its Sub-contractors for at least 10 years following the delivery date to the Authority.

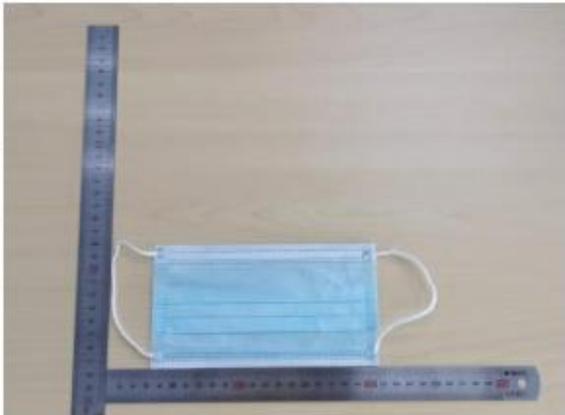
## PURCHASE ORDER FORM No 001

Deliverables					
Item Number	Specification	Delivery Schedule Estimated Available collection from Factory (ExWorks)	Total Qty	Firm Price (£) Ex VAT	
				Per Item	Total £
01A	Type IIR Face Masks – Batch 01A - 20% of Batch 01 order value to be paid on contract	N/A			
01B	Type IIR Face Masks– Batch 01B- Payment on collection in accordance with section 06 of this Order Form.	29 <sup>th</sup> June 2020			
01C	Type IIR Face Masks– Batch 01C- Payment on collection in accordance with section 06 of this Order Form.	06 <sup>th</sup> July 2020			
01D	Type IIR Face Masks– Batch 01D- Payment on collection in accordance with section 06 of this Order Form.	13 <sup>th</sup> July 2020			
02A	Type IIR Face Masks – Batch 02A - 20% of Batch 02 order value to be paid on 02/07/2020 following delivery and acceptance of Batch 01B	N/A			
02B	Type IIR Face Masks – Batch 02B - Payment on collection in accordance with section 06 of this Order Form.	20 <sup>th</sup> July 2020			
02C	Type IIR Face Masks – Batch 02C - Payment on collection in accordance with section 06 of this Order Form.	27 <sup>th</sup> July 2020			
02D	Type IIR Face Masks – Batch 02D - Payment on collection in accordance with section 06 of this Order Form.	03 <sup>rd</sup> August 2020			
02E	Type IIR Face Masks – Batch 02E - Payment on collection in accordance with section 06 of this Order Form.	10 <sup>th</sup> August 2020			
03A	Type IIR Face Masks – Batch 03A - 20% of Batch 03 order value to be paid on 23/07/2020 following delivery and acceptance of Batch 02B	N/A			

03B	Type IIR Face Masks – Batch 03B - Payment on collection in accordance with section 06 of this Order Form.	17 <sup>th</sup> August 2020			
03C	Type IIR Face Masks – Batch 03C - Payment on collection in accordance with section 06 of this Order Form.	24 <sup>th</sup> August 2020			
03D	Type IIR Face Masks – Batch 03D - Payment on collection in accordance with section 06 of this Order Form.	31 <sup>st</sup> August 2020			
03E	Type IIR Face Masks – Batch 03E - Payment on collection in accordance with section 06 of this Order Form.	07 <sup>th</sup> Sep 2020			
03F	Type IIR Face Masks – Batch 03F - Payment on collection in accordance with section 06 of this Order Form.	14 <sup>th</sup> Sep 2020			
<b>TOTALS</b>			<b>200,000,000</b>		<b>£25,400,000.00</b>

### Design and Performance:

- Must have a splash resistance pressure of 16.0 kPa (120mm Hg) or above to be labelled Type II if tested to BS EN 14683
- Must provide a bacterial filtration efficiency (BFE) of 98% or above to be labelled Type IIR if tested to BS EN 14683 • Must have differential pressure of less than 60Pa/cm<sup>2</sup> to be labelled Type IIR if tested to BS EN 14683
- Must fit closely over the nose, mouth and chin of the wearer. The use of deformable nose bands or nose bridges are recommended which can enhance fit by conforming to the nose contours.
- Manufacturer must have quality management system in place such as evidence of compliance to ISO 9001 or BS EN 13485 9 Label: See MDR Annex I – information to be supplied with the device and use of symbols in accordance internationally recognised symbols
- Must indicate type of mask. 'Type IIR' (if complies with BS EN 14683) or should state fluid or splash resistant as appropriate if equivalent test for splash resistance has been carried out • Should have an expiry date

<b>Prüfbericht-Nr.:</b> Test Report No.:	<b>60358333 001</b>	<b>Auftrags-Nr.:</b> Order No.:	<b>190105940</b>	Seite 1 von 12 Page 1 of 12
<b>Kunden-Referenz-Nr.:</b> Client Reference No.:	<b>N/A</b>	<b>Auftragsdatum:</b> Order date:	<b>2019-11-29</b>	
<b>Auftraggeber:</b> Client:	<b>Xinxiang Huaxi Sanitary Materials Co.,Ltd.</b> Dingluan Industrial Zone, Changyuan, Xinxiang 453400 Henan Province, China			
<b>Prüfgegenstand:</b> Test item:	<b>Disposable Surgical Face Mask</b>			
<b>Bezeichnung / Typ-Nr.:</b> Identification / Type No.:	<b>Elastic Earloop Type</b>			
<b>Auftrags-Inhalt:</b> Order content:	<b>Type test</b>			
<b>Prüfgrundlage:</b> Test specification:	<b>EN 14683:2019+AC:2019</b>			
<b>Wareneingangsdatum:</b> Date of receipt:	<b>2020-02-12</b>			
<b>Prüfmuster-Nr.:</b> Test sample No.:	<b>Engineering sample</b>			
<b>Prüfzeitraum:</b> Testing period:	<b>2020-02-13 to 2020-03-25</b>			
<b>Ort der Prüfung:</b> Place of testing:	<b>TÜV Rheinland (China) Ltd.</b>			
<b>Prüflaboratorium:</b> Testing laboratory:	<b>TÜV Rheinland (China) Ltd.</b>			
<b>Prüfergebnis*:</b> Test result*:	<b>Pass</b>			
<b>geprüft von / tested by:</b>	<i>Han Dong</i>	<b>kontrolliert von / reviewed by:</b>	<i>Chen Yuhong</i>	
2020-03-26 Han Dong / Project Engineer		2020-03-26 Chen Yuhong / Reviewer		
<b>Datum</b>	<b>Name / Stellung</b>	<b>Unterschrift</b>	<b>Datum</b>	<b>Name / Stellung</b>
Date	Name / Position	Signature	Date	Name / Position
<b>Sonstiges / Other:</b>				
- Attachment 1. Photographic Documentation (2 pages)				
<b>Zustand des Prüfgegenstandes bei Anlieferung:</b> Condition of the test item at delivery:		<b>Prüfmuster vollständig und unbeschädigt</b> Test item complete and undamaged		
* Legende:	1 = sehr gut	2 = gut	3 = befriedigend	4 = ausreichend
	5 = mangelhaft	N/A = nicht anwendbar		
	N/T = nicht getestet			
Legend:	1 = very good	2 = good	3 = satisfactory	4 = sufficient
	5 = poor			
	N/A = not applicable			
	N/T = not tested			
<b>Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens.</b>				
<i>This test report only relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any test mark.</i>				

<sup>104</sup> TÜV Rheinland(China) Ltd. Room 303,1st Area Chuang Xin Building No.B,No.12,Hong Da Road (north) Economic Technological Development Area Beijing 100176 P.R.China

<b>EN 14683:2019+AC: 2019 Medical face masks — Requirements and test methods</b>	
<b>Report Reference No.</b> .....	<b>60358333 001</b>
<b>Date of issue</b> .....	See cover page
<b>Total number of pages</b> .....	See cover page
<b>Testing Laboratory</b> .....	<b>TÜV Rheinland (China) Ltd.</b>
<b>Address</b> .....	Unit 707, AVIC Building, No. 10B, Central Road, East 3rd Ring Road, Chaoyang District, Beijing 100022, P,R,China
<b>Applicant's name</b> .....	<b>Xinxiang Huaxi Sanitary Materials Co.,Ltd.</b>
<b>Address</b> .....	Dingluan Industrial Zone, Changyuan, Xinxiang 453400 Henan Province, China
<b>Test specification:</b>	
<b>Standard</b> .....	<b>EN 14683:2019+AC:2019</b>
<b>Test procedure</b> .....	Type test
<b>Non-standard test method</b> .....	N/A
<b>Test Report Form No.</b> .....	EN 14683:2019+AC:2019_A
<b>Test Report Form Originator</b> .....	TÜV Rh (SZ)
<b>Master TRF</b> .....	2020-03
<b>Test item description</b> .....	<b>Disposable Surgical Face Mask</b>
<b>Trade Mark</b> .....	N/A
<b>Manufacturer</b> .....	<b>Xinxiang Huaxi Sanitary Materials Co.,Ltd.</b> Dingluan Industrial Zone, Changyuan, Xinxiang 453400 Henan Province, China
<b>Model/Type reference</b> .....	<b>Elastic Earloop Type</b>
<b>Classification</b> .....	Type IIR

Pic. 1: The obverse side view of Elastic Earloop Type



Pic. 2: The reverse side view of Elastic Earloop Type



Photo Documentation

**Report Number:** 60358333 001

Attachment 1

**Model:** Elastic Earloop Type

Pic.3: Marking, labelling and packaging of Elastic Earloop Type



Pic.4: Marking, labelling and packaging of Elastic Earloop Type



Certificate of Registration



This is to certify that the Quality Management System of

### Xinxiang Huaxi Sanitary Materials Co., Ltd.

Unified Social Credit Code : 91410728725817181U

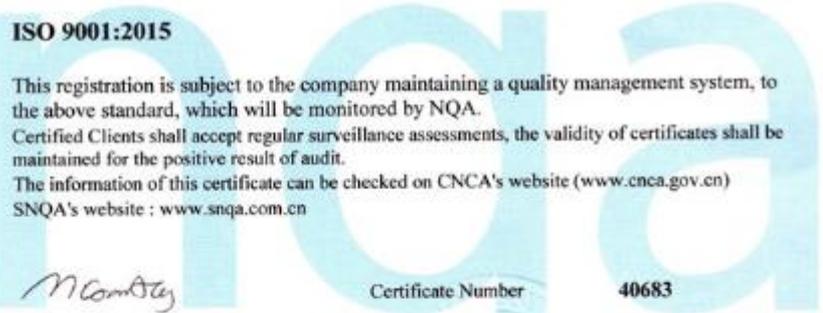
Operation Address : Dingluan Industrial Zone, Changyuan County, Henan Province, China

Registered Address : Dingluan Industrial Zone, Changyuan County, Henan Province, China

applicable to

The Production of Medical Health Materials and Dressing, Medical High Polymer Material and Products, Equipment(Operation Room, Emergency Room, Medical Room) and Apparatus(Details for Annex)

has been assessed and registered by NQA against the provisions of



#### ISO 9001:2015

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA.

Certified Clients shall accept regular surveillance assessments, the validity of certificates shall be maintained for the positive result of audit.

The information of this certificate can be checked on CNCA's website ([www.cnca.gov.cn](http://www.cnca.gov.cn))

SNQA's website : [www.snqa.com.cn](http://www.snqa.com.cn)

*M Comsty*  
Managing Director

Certificate Number **40683**

Date: 03 March 2015  
Previous Certificate Expiry: 03 March 2018  
Reissue Date: 20 April 2018  
Valid Until: 03 March 2021  
EAC Code: 04/14/19



The use of the UKAS Accreditation Mark indicates accreditation in respect of those activities covered by the accreditation certificate number 015 held by NQA.  
NQA is a trading name of NQA Certification Limited, Registration No 09301758. Registered Office: Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, LU5 5ZX, UK.  
This certificate is the property of NQA and must be returned on request.

Certificate of Registration



This is to certify that the Quality Management System of

### Xinxiang Huaxi Sanitary Materials Co., Ltd.

Unified Social Credit Code : 91410728725817181U

Operation Address : Dingluan Industrial Zone, Changyuan County, Henan Province, China

Registered Address : Dingluan Industrial Zone, Changyuan County, Henan Province, China

applicable to

The Production of Medical Health Materials and Dressing, Medical High Polymer Material and Products, Equipment(Operation Room, Emergency Room, Medical Room) and Apparatus(Details for Annex)

has been assessed and registered by NQA against the provisions of

#### ISO 13485: 2016

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA.

Certified Clients shall accept regular surveillance assessments, the validity of certificates shall be maintained for the positive result of audit.

The information of this certificate can be checked on CNCA's website ([www.cnca.gov.cn](http://www.cnca.gov.cn))

SNQA's website : [www.snqa.com.cn](http://www.snqa.com.cn)

Managing Director



Certificate Number **40684**

Date:	03 March 2015
Previous Certificate Expiry:	03 March 2018
Reissue Date:	09 May 2018
Valid Until:	03 March 2021
EAC Code:	04/14/19/34



The use of the UKAS Accreditation Mark indicates accreditation in respect of those activities covered by the accreditation certificate number 015 held by NQA. NQA is a trading name of NQA Certification Limited, Registration No 03051758. Registered Office: Warwick House, Houghton Hill Park, Houghton Regis, Dunstable, LU5 5ZX, UK. This certificate is the property of NQA and must be returned on request.