

## DHSC Terms and Conditions for the Supply of Goods

|                      |                                                                                                                                |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>The Authority</b> | <b>Department of Health and Social Care</b><br>39 Victoria Street, London, SW1H 0EU, UK                                        |
| <b>The Supplier</b>  | P1F LIMITED (ON BEHALF OF "THE MASKS FOR NHS HEROES CHARITABLE TRUST") – FACTORY = Anhui MedPurest Medical Technology Co., Ltd |
| <b>Date</b>          | <b>23 April 2020</b>                                                                                                           |
| <b>Type of Goods</b> | Isolation Gowns [EN13795]                                                                                                      |

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules ("**Schedules**") contained in the document (DHSC Contract for Goods - Terms and Conditions April 2020.pdf) 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   |

Schedules 2, 3 and 4 are contained in the document DHSC Contract for Goods - Terms and Conditions April 2020.pdf

### Order Form

|                              |                                                                                                                                |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Contract Reference</b> | DHSC/Hicare-P1F-003                                                                                                            |
| <b>2. Date</b>               | 23/04/2020                                                                                                                     |
| <b>3. Buyer</b>              | <b>Department of Health and Social Care</b><br>39 Victoria Street,<br>London,<br>SW1H 0EU<br>UK                                |
| <b>4. Supplier</b>           | P1F LIMITED (ON BEHALF OF "THE MASKS FOR NHS HEROES CHARITABLE TRUST") – FACTORY = Anhui MedPurest Medical Technology Co., Ltd |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>5. The Contract</b></p> | <p>The Supplier shall supply the deliverable described below on the terms set out in this Order Form and the Schedules and any Annexes.</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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>6. Deliverables</b></p> | <p>As set out in the Purchase Order(s) at Annex A.</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivered in accordance with the following instructions:</p> <p>Suppliers to send ADVANCE SHIPPING NOTICES to the following email address:</p> <p><a href="mailto:nhsppbookings@clippergroup.co.uk">nhsppbookings@clippergroup.co.uk</a></p> <p>They should also copy the email to their contact at On-Time (China freight agent)</p> <p>The following detail needs to be included within the notice.</p> <ul style="list-style-type: none"> <li>o Supplier Name (and code)</li> <li>o Purchase Order No.</li> <li>o Part No. / NPC Code (NHS specific code)</li> <li>o Product Description (as complete as possible, ideally as NHS product listing)</li> <li>o Quantity (total)</li> <li>o Pack Qty / Packs per pallet</li> <li>o No. of pallets</li> <li>o Quality status (i.e. approved, certification status etc.)</li> <li>o Any product expiration dates</li> <li>o Any other contract reference</li> </ul> <p>Clipper group will receive shipping and delivery details from Uniserve once these have been arranged.</p> <p>Delivery Address:</p> <p>NHS Supply Chain c/o Clipper Logistics</p> |

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | <p>Daventry Distribution Centre<br/> Danes Way<br/> DIRFT<br/> Daventry<br/> NN6 7GX</p> <p>Contact Name: [REDACTED]<br/> Contact Number: [REDACTED]<br/> Email: [REDACTED]</p> <p>Date(s) of Delivery: as set out in the Purchase Order Form in Annex A.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>7. Specification</b> | The specification of the Deliverables is as set out in Annex B.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>8. Term</b>          | <p>The Term shall commence on placement of the Purchase Order 001 at Annex A.</p> <p>And the Expiry Date shall be upon delivery of Purchase Orders, 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 3 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>                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>9. Charges</b>       | The Charges for the Deliverables shall be set out in Annex A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>10. Payment</b>      | <p>All invoices must be sent quoting a valid purchase order number to the following email address <a href="mailto:COVID-19FinanceOperations@dhsc.gov.uk">COVID-19FinanceOperations@dhsc.gov.uk</a>.</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 "<b>PO Number</b>"). You must in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact us by email, marking for the attention of our Accounts</p> |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  | Payable section and send to the following email address <a href="mailto:COVID-19FinanceOperations@dhsc.gov.uk">COVID-19FinanceOperations@dhsc.gov.uk</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                |
| <b>11. Buyer Authorised Representative(s)</b>    | For general liaison your contact will continue to be:<br><br><a href="mailto:Procurement.Operations@dhsc.gov.uk">Procurement.Operations@dhsc.gov.uk</a><br><b>Department of Health and Social Care</b><br>39 Victoria Street,<br>London,<br>SW1H 0EU,<br>UK                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                |
| <b>12. Seller's Authorised Representative(s)</b> | For general liaison your contact will continue to be<br><div style="background-color: black; height: 1.2em; width: 100%;"></div><br>or, in their absence,<br><div style="background-color: black; height: 1.2em; width: 100%;"></div>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                |
| <b>13. Address for notices</b>                   | <b>Buyer:</b><br><div style="background-color: black; height: 1.2em; width: 100%;"></div><br><b>Department of Health and Social Care</b><br>39 Victoria Street, London,<br>SW1H 0EU, UK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Supplier:</b><br><br><b>P1F LIMITED</b><br>(ON BEHALF OF "THE MASKS FOR NHS HEROES CHARITABLE TRUST")<br><br>Fieldfisher Riverbank House,<br>2 Swan Lane, London,<br>EC4R 3TT, UK           |
| <b>14. Key personnel</b>                         | <b>Buyer:</b><br><div style="background-color: black; height: 1.2em; width: 100%;"></div><br><b>Department of Health and Social Care</b><br>39 Victoria Street, London,<br>SW1H 0EU, UK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Supplier:</b><br><div style="background-color: black; height: 1.2em; width: 100%;"></div><br>(Director, <b>P1F Limited</b> ), and<br>Trustee of "The Masks for NHS Heroes Charitable Trust" |
| <b>15. Procedures and Policies</b>               | 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.<br>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 " <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. |                                                                                                                                                                                                |

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

|           |                 |            |            |
|-----------|-----------------|------------|------------|
| Name:     | ██████████      | Signature: | ██████████ |
| Position: | Deputy Director | Date       | 23/04/2020 |

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

|           |                                                                                               |           |                             |
|-----------|-----------------------------------------------------------------------------------------------|-----------|-----------------------------|
| Name:     | ████████████████████                                                                          | Signature | ████████████████████        |
| Position: | DIRECTOR OF P1F LIMITED,<br>AND TRUSTEE OF "THE<br>MASKS FOR NHS HEROES<br>CHARITABLE TRUST " | Date      | 21 <sup>ST</sup> APRIL 2020 |



## **Schedule 1**

### **Key Provisions**

#### **Standard Key Provisions**

#### **1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at Clauses 1 to 6 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 7 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 1.10 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 following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods:

**[EN 13795]**

CE Certificate number G2S 005447 0002 Rev. 00

MDD 93/42/EEC Annex V

**[ ISO 13485 : 2016 ]**

**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. 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 12.1 of this Schedule 1 is completed)**

- 6.1 The Authority shall visually inspect the Goods within 60 days 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 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 three (3) months written notice.
- 8.2 Should the Authority terminate this Contract in accordance with Clause 8.1 of this Schedule 1, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Schedule [insert schedule number.]

**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 [**period**] of their delivery to the Authority and/or which have a remaining shelf life of less than [**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 12.8 and 12.9 of this Schedule 1 shall then apply accordingly and this Clause, together with Clauses 12.8 and 12.9 23.9 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 Without prejudice to the generality of clause 12.2 the Supplier shall ensure for PEE 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.

## PURCHASE ORDER FORM No 001

| Deliverables |                    |                   |                   |                                                     |                                                     |
|--------------|--------------------|-------------------|-------------------|-----------------------------------------------------|-----------------------------------------------------|
| Item Number  | Item Specification | Delivery Schedule | Total Qty (units) | Firm Price (£) Ex VAT                               |                                                     |
|              |                    |                   |                   | Per Item (GBP/unit)<br>£                            | Total<br>£                                          |
| 01           | Gowns (Tranche 1)  | 14 days           | ■                 | £ ■                                                 | £ ■                                                 |
| 02           | Gowns (Tranche 2)  | 30 days           | ■                 | £ ■<br>(subject to [20] % price tolerance revision) | £ ■<br>(subject to [20] % price tolerance revision) |
| <b>Total</b> |                    |                   |                   |                                                     | <b>£738,805.98</b>                                  |

## Annex B – Technical Specification

### Commodity, Quantity and Price:

RMB to GBP (21<sup>st</sup> April 2020) = 0.11

| Item No                                                                                                                                                                                                               | Tranche                                             | Description of Goods | Texture of material   | Image                                                                              | Size and Quantity pieces | Exw. Unit Price (RMB/GBP) | AMOUNT (RMB)             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------|-----------------------|------------------------------------------------------------------------------------|--------------------------|---------------------------|--------------------------|
| 1.                                                                                                                                                                                                                    | Tranche 1<br>(weeks 1-2, delivery EXW every 7 days) | Isolation Gowns      | Non-woven fabrics 45G |   | [REDACTED]               | [REDACTED]                | [REDACTED]               |
| 2.                                                                                                                                                                                                                    | Tranche 2<br>(weeks 3-4, delivery EXW every 7 days) | Isolation Gowns      | Non-woven fabrics 45G |  | [REDACTED]               | [REDACTED]                | [REDACTED]               |
| TOTAL : SEVEN MILLION AND EIGHTY-FIVE THOUSAND CHINESE YUAN (SEVEN HUNDRED AND SEVENTY-NINE THOUSAND AND THREE HUNDRED AND FIFTY BRITISH POUNDS STERLING)* ( subject to [20]% price tolerance revision for Tranche 2) |                                                     |                      |                       |                                                                                    | [REDACTED]               | [REDACTED]                | [REDACTED]<br>Tranche 2) |

Remark on size: Isolation Gowns dimension (Unit: CM) Tolerance: ±3cm

| Size | Length | Half bust width | Hem | Sleeve Length | Shoulder width | Waist ties | Half sleeve width | Collar | Knit cuff length | Knit cuff width |
|------|--------|-----------------|-----|---------------|----------------|------------|-------------------|--------|------------------|-----------------|
| L    | 125    | 145             | 153 | 53            | 65.5           | 3.5*65     | 30                | 60     | 8                | 5.5             |

|    |     |     |     |    |    |            |    |    |   |     |
|----|-----|-----|-----|----|----|------------|----|----|---|-----|
| XL | 130 | 150 | 158 | 55 | 68 | 3.5*6<br>5 | 31 | 61 | 8 | 5.5 |
|----|-----|-----|-----|----|----|------------|----|----|---|-----|

#### Delivery Terms and Loading Schedule:

| Tranche                                 | Batch | Loading Date                 | Quantity | Delivery | Payment        | Per unit price                                                |
|-----------------------------------------|-------|------------------------------|----------|----------|----------------|---------------------------------------------------------------|
| 1                                       | 1.1   | 29 <sup>th</sup> April 2020* | ██████   | EXW      | 50% (of total) | ██████                                                        |
|                                         | 1.2   | 6 <sup>th</sup> May 2020*    | ██████   | EXW      |                |                                                               |
| 2                                       | 2.1   | 13 <sup>th</sup> May 2020*   | ██████   | EXW      | 50% (of total) | ██████ (+20% tolerance) – anything more new price negotiation |
|                                         | 2.2   | 20 <sup>th</sup> May 2020*   | ██████   | EXW      |                |                                                               |
| Total                                   |       |                              | ██████   |          |                |                                                               |
| * subject to when contract executed and |       |                              |          |          |                |                                                               |

ZERTIFIKAT • CERTIFICATE • CERTIFICADO • CERTIFICAT • СЕРТИФИКАТ

Benannt durch/Designated by  
Zertifizierungsstelle der Länder  
für Gesundheitswesen  
bei Medizinischen  
Medizinprodukten  
ZLG-BS-244.10.08




Product Service

## EC Certificate

Production Quality Assurance System  
Directive 93/42/EEC on Medical Devices (MDD), Annex V  
(Devices in class I in sterile conditions, sterilised systems or procedure packs)  
**No. G2S 005447 0002 Rev. 00**

|                               |                                                                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Manufacturer</b>           | <b>Anhui MedPures</b><br><b>Medical Technology Co.,Ltd</b><br>Jia Bao Industrial Park<br>246000 Anqing, Anhui Province<br>PEOPLE'S REPUBLIC OF CHINA |
| <b>Facility(ies):</b>         | Anhui MedPures Medical Technology Co.,Ltd<br>Jia Bao Industrial Park, 246000 Anqing, Anhui Province,<br>PEOPLE'S REPUBLIC OF CHINA                   |
| <b>Product Category(ies):</b> | <b>Sterile Surgical Gowns,<br/>Sterile Surgical Drapes,<br/>Sterile Surgical Packs</b>                                                               |

The Certification Body of TÜV SÜD Product Service GmbH declares that the aforementioned manufacturer has implemented a quality assurance system for manufacture in accordance with MDD Annex V. This quality assurance system covers those aspects of manufacture concerned with securing and maintaining sterile conditions of the respective devices / device categories and conforms to the requirements of this Directive. It is subject to periodical surveillance. See also notes overleaf.

|                     |            |
|---------------------|------------|
| <b>Report No.:</b>  | SH18131201 |
| <b>Valid from:</b>  | 2018-10-30 |
| <b>Valid until:</b> | 2023-10-29 |

**Date,** 2018-10-30

Page 1 of 1  
TÜV SÜD Product Service GmbH is Notified Body with identification no. 0123  
TÜV SÜD Product Service GmbH • Certification Body • Ridlerstraße 65 • 80339 Munich • Germany

**TUV®**

|                                                                                                             |                                                                                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                            |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| TÜV SÜD<br>CERTIFICATE<br>CERTIFICADO<br>СЕРТИФИКАТ                                                         |  <p>Deutsche<br/>Akkreditierungsstelle<br/>D-M-11321-01-00</p>                                                                                                                              |                                                                       |  <p>Product Service</p> |
|                                                                                                             | <h2>Certificate</h2> <p>No. Q6 005447 0001 Rev. 00</p>                                                                                                                                                                                                                       |                                                                                                                                                          |                                                                                                            |
|                                                                                                             | <b>Holder of Certificate:</b>                                                                                                                                                                                                                                                | <b>Anhui MedPurest Medical Technology Co.,Ltd</b><br>Jia Bao Industrial Park<br>246000 Anqing, Anhui Province<br>PEOPLE'S REPUBLIC OF CHINA              |                                                                                                            |
|                                                                                                             | <b>Facility(ies):</b>                                                                                                                                                                                                                                                        | Anhui MedPurest Medical Technology Co.,Ltd<br>Jia Bao Industrial Park, 246000 Anqing, Anhui Province,<br>PEOPLE'S REPUBLIC OF CHINA                      |                                                                                                            |
|                                                                                                             | <b>Certification Mark:</b>                                                                                                                                                                                                                                                   |                                                                         |                                                                                                            |
|                                                                                                             | <b>Scope of Certificate:</b>                                                                                                                                                                                                                                                 | Production and Distribution of:<br>Sterile Surgical Gowns,<br>Sterile Surgical Drapes,<br>Sterile Surgical Packs                                         |                                                                                                            |
|                                                                                                             | <b>Applied Standard(s):</b>                                                                                                                                                                                                                                                  | EN ISO 13485:2016<br>Medical devices - Quality management systems -<br>Requirements for regulatory purposes<br>(ISO 13485:2016)<br>DIN EN ISO 13485:2016 |                                                                                                            |
|                                                                                                             | The Certification Body of TÜV SÜD Product Service GmbH certifies that the company mentioned above has established and is maintaining a quality management system (excluding subclause 7.3), which meets the requirements of the listed standard(s). See also notes overleaf. |                                                                                                                                                          |                                                                                                            |
|                                                                                                             | <b>Report No.:</b>                                                                                                                                                                                                                                                           | SH18131201                                                                                                                                               |                                                                                                            |
|                                                                                                             | <b>Valid from:</b><br><b>Valid until:</b>                                                                                                                                                                                                                                    | 2018-10-30<br>2021-10-29                                                                                                                                 |                                                                                                            |
| <b>Date,</b>                                                                                                | 2018-10-30                                                                                                                                                                                                                                                                   |                                                                      |                                                                                                            |
| Page 1 of 1<br>TÜV SÜD Product Service GmbH • Certification Body • Ridlerstraße 65 • 80339 Munich • Germany |                                                                                                                                                                                                                                                                              |                                                                                                                                                          |                                                                                                            |



## CE Documentation Review



No. 4M200320.AHMP028

**Holder:** Anhui Medpurest Medical Technology Co.,Ltd  
Jia Bao Industrial Park, Anqing, Anhui Province

**Review goal:** Verification of the presence of the Technical File in regards of the Medical Devices Directive 93/42/EEC Annex VII

**Product:** Class I medical protective isolation clothing (**no sterile**)

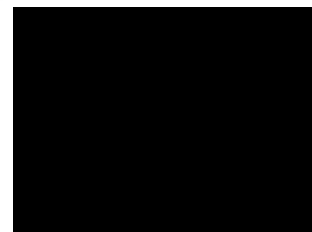
**Model(s):** S, M, L, XL, XXL, XXXL

**Classification:** Class I (no sterile)  
(accordingly to the Manufacturer's declaration)

**Review output:** We attest that a Technical File in reference to the Directive 93/42/EEC is in place for the CE Marking process. Test Report identified with the no. BTS-20588M. This document has been issued on voluntary basis and not as NB. Whereas the Manufacturer is responsible and not exempted to carry out all the necessary activities, as required by the Directive, before placing the CE Mark on the product.

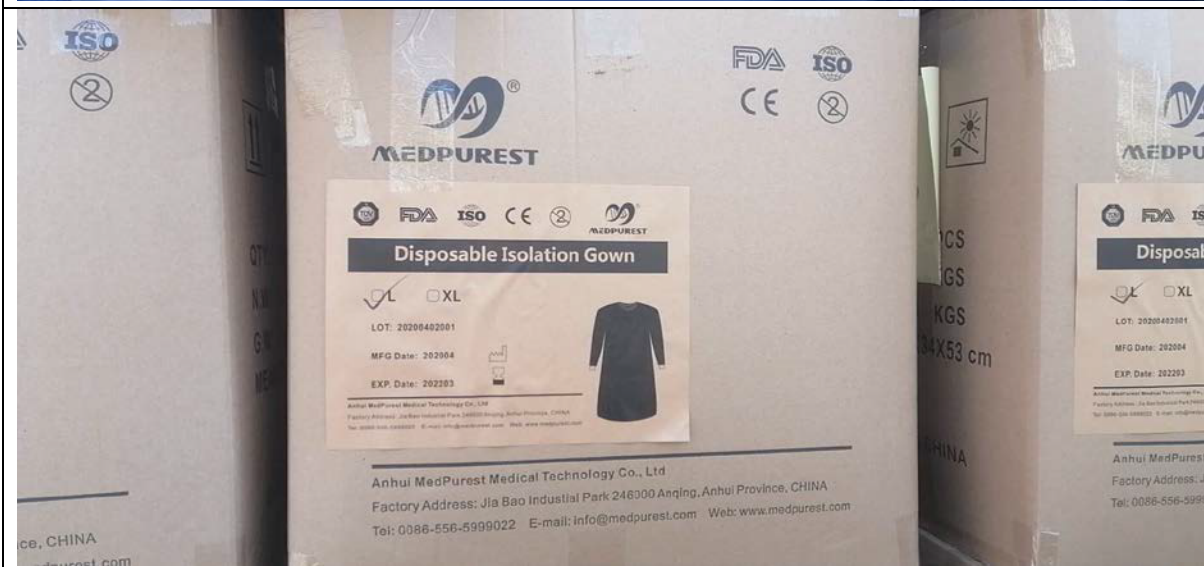
Issuance date: 20 March 2020

Expiry date: 19 March 2025



**Ente Certificazione Macchine**

Via Cà Bella, 243 - 40053 Valsamoggia Loc. Castello di Serravalle (Bo) Italy  
☎ +39.0516705141 📠 +39.0516705156 ✉ info@entecerma.it 🌐 www.entecerma.it





## TEST REPORT



No:180201118

VERIFICATION WEBSITE: [www.gtt.net.cn](http://www.gtt.net.cn)

VERIFICATION CODE: BYVJ-1453-34

DATE: 2018-07-05

APPLICANT: ANHUI MEDPUREST MEDICAL TECHNOLOGY CO., LTD  
KIN COMPANY, LILING INDUSTRIAL PARK, YIXIE DISTRICT, ANQING CITY

TEN(10) REINFORCED GOWN

BR/ST: 03

STYLE NO: 2018060803

COLOR: BLUE

INGREDIENTS OF FIBRE: SMS NONWOVEN FABRIC

SIZE: 130X190cm

WEIGHT: 50g

MANUFACTURE'S NAME: ANHUI MEDPUREST MEDICAL TECHNOLOGY CO., LTD

DATE RECEIVED/DATE TEST STARTED: 2018-06-22 16:59

CONCLUSION:

CLEANLINESS-MICROORGANISM

THE RESISTANCE TO WET BACTERIAL PENETRATION

STATIC HYDROSTATIC RESISTANCE

BREAKING STRENGTH(DRY STATE)

BREAKING STRENGTH(WET STATE)

LINT AND OTHER PARTICLES GENERATION IN THE DRY STATE

CLEANLINESS-PARTICULATE MATTER

BURSTING STRENGTH(DRY STATE)

BURSTING STRENGTH(WET STATE)

NOTE: "M" - MEET CLIENT'S REQUIREMENT "F" - BELOW CLIENT'S REQUIREMENT

"N" - NO COMMENT "N" - HALF GRADE LOW "L" - ONE GRADE LOW

REMARK:

IN THIS REPORT, THE SAMPLES ARE TESTED UNDER PRESCRIBED ENVIRONMENTAL CONDITIONS AS THE CORRESPONDING

STANDARD, UNLESS OTHERWISE NOTED.

COPIES OF THE REPORT ARE VALID ONLY RE-STAMPED.

THE EXPERIMENT WAS CARRIED OUT AT No. 1-2, ZHILIANG ROAD, CHUOTIAN INDUSTRIAL ZONE, SHILOU TOWN, HONGTONG

GUANGDONG.



page 1 of 3

总部: 广州市番禺区石岐大街  
花都实验室: 广州市花都区花东镇花东大道1号  
增城实验室: 广州市增城区荔城街荔城大道1号

电话: 020-33605555  
传真: 020-33605555  
网址: [www.gtt.net.cn](http://www.gtt.net.cn)



## TEST REPORT

No: 180201118

### CLEANLINESS-MICROORGANISM

(EN ISO 11731-1:2006/AC:2009, MEMBRANE FILTRATION METHOD)

REQUIREMENT  
TOTAL  $\leq 300$  CFU/100cm<sup>2</sup>  
(BS EN 13795:2011+A1:2013)

### THE RESISTANCE TO WET BACTERIAL PENETRATION

(EN ISO 22570:2006, TEMP: 21°C  $\pm$  0.65%, THE DISTANCE OF AGAR TO PLATES BRIM: 3mm, CARRIER MATERIAL: 230um POLYURETHANE (PU))

THE BARRIER INDEX 4.7

REQUIREMENT  
THE BARRIER INDEX  $\geq 2.8$   
(BS EN 13795:2011+A1:2013)

### STATIC HYDROSTATIC RESISTANCE

(BS EN 13795:2011+A1:2013 ANNEX B.3, PRESSURE: 0.1/10cmH<sub>2</sub>O/min, TEMPERATURE OF THE WATER: 20  $\pm$  0.5°C, FACE SIDE TESTED)

33.8cmH<sub>2</sub>O  
REQUIREMENT  
 $\geq 20$ cmH<sub>2</sub>O  
(BS EN 13795:2011+A1:2013)

### BREAKING STRENGTH[DRY STATE]

(EN 29073-3:1992, STRIP METHOD, DRY STATE, THE DISTANCE BETWEEN THE CLAMPS: 200mm, RATE: 100mm/min)

LENGTH 89.0N  
WIDTH 53.9N

REQUIREMENT  
 $\geq 20$ N  
 $\geq 20$ N  
(BS EN 13795:2011+A1:2013)

### BREAKING STRENGTH[WET STATE]

(EN 29073-3:1992, STRIP METHOD, WET STATE, THE DISTANCE BETWEEN THE CLAMPS: 200mm, RATE: 100mm/min)

LENGTH 86.7N  
WIDTH 54.3N

REQUIREMENT  
 $\geq 20$ N  
 $\geq 20$ N  
(BS EN 13795:2011+A1:2013)

### LINT AND OTHER PARTICLES GENERATION IN THE DRY STATE

(BS EN 13795:2011+A1:2013 ANNEX B.4, SIZE OF PARTICLES COUNTED: 3  $\mu$ m ~ 25  $\mu$ m)

TOTAL LINTING:  
A: FACE 79  
B: FACE 81  
AVERAGE 82  
COEF OF LINTING:  
A: FACE 1.9  
B: FACE 1.9  
AVERAGE 1.9

REQUIREMENT  
COEF OF LINTING  $\leq 4.0$   
(BS EN 13795:2011+A1:2013)

### CLEANLINESS-PARTICULATE MATTER

(BS EN 13795:2011+A1:2013 ANNEX B.3, SIZE OF PARTICLES COUNTED: 3  $\mu$ m ~ 25  $\mu$ m)

HPM:  
A: FACE 1.8  
B: FACE 1.8  
AVERAGE 1.8

REQUIREMENT  
HPM  $\leq 3.5$   
(BS EN 13795:2011+A1:2013)



page 2 of 3

地址: 广州市番禺区石岐区  
检测实验室: 广州市番禺区石岐区  
检测实验室: 广州市番禺区石岐区

电话: 020-34402327  
传真: 020-34402327  
网址: www.gtt.com.cn



## TEST REPORT

No:180251118

### BURSTING STRENGTH(DRY STATE)

(ISO 13938-1:1999, HYDRAULIC METHOD, DRY STATE, TEST AREA: 7.3cm<sup>2</sup>)

BURSTING STRENGTH 97.2kPa

### REQUIREMENT

BURSTING STRENGTH  $\geq 40kPa$

(GB EN 13795:2011+A1:2013)

### BURSTING STRENGTH(WET STATE)

(ISO 13938-1:1999, HYDRAULIC METHOD, WET STATE, TEST AREA: 7.3cm<sup>2</sup>)

BURSTING STRENGTH 120.6kPa

### REQUIREMENT

BURSTING STRENGTH  $\geq 40kPa$

(GB EN 13795:2011+A1:2013)



—End of Report—

page 2 of 3

总部: 广州市番禺大道中  
花都实验室: 广州市花都区新华街西岭村西岭路1号  
海珠工作室: 广州市海珠区赤岗中路30号之二

电话: 020-34402527  
传真: 020-34402527