

Contract Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Secondary Contact:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Account Manager:	Name: [REDACTED] Phone: [REDACTED] E-mail: [REDACTED]
Name and address for notices:	Name: Address: Hamilton sales and service uk ltd Unit 1 Forge Mills Park, Station road, Coleshill Birmingham B46 1JH

Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

Appendix A	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	Applicable to this Contract
Appendix B	Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix C	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix D	Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions))
Appendix E	Optional Additional Call-off Terms and Conditions for Reagent Rental	<input type="checkbox"/> (only applicable if this box is checked)
Appendix F	Optional Additional Call-off Terms and Conditions for Managed Equipment Services	<input type="checkbox"/> (only applicable if this box is checked)
Appendix G	Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services	<input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A)

		(Order Specific Key Provisions))
Appendix H	<p>Further Optional Additional Call-off Terms and Conditions</p> <p>Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked:</p>	(only applicable if one or more boxes are checked)
	1. TUPE applies at the commencement of the provision of Services	<input type="checkbox"/>
	2. TUPE on exit	<input type="checkbox"/>
	3. Different levels and/or types of insurance	<input type="checkbox"/>
	4. Induction training for Services	<input type="checkbox"/>
	5. Further Authority obligations	<input type="checkbox"/>
	6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services	<input type="checkbox"/>
	7. Inclusion of a Change Control Process	<input type="checkbox"/>
	8. Authority step-in rights	<input type="checkbox"/>
	9. Guarantee	<input type="checkbox"/>
	10. Termination for convenience	<input type="checkbox"/>
	11. Pre-Acquisition Questionnaire	<input type="checkbox"/>
	12. Time of the essence (Goods)	<input checked="" type="checkbox"/>
	13. Time of the essence (Services)	<input type="checkbox"/> <input type="checkbox"/>
	14. Specific time periods for inspection	<input type="checkbox"/>
	15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A	<input type="checkbox"/>
	16. Right to terminate following a specified number of material breaches	<input type="checkbox"/>
	17. Expert Determination	<input type="checkbox"/>
	18. Consigned Goods	<input type="checkbox"/>
	19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises	<input type="checkbox"/>
	20. Management Charges and Information	<input type="checkbox"/>

	21. COVID-19 related enhanced business continuity provisions	<input type="checkbox"/>	
	22. Buffer stock requirements	<input type="checkbox"/>	
	23. Modern slavery	<input checked="" type="checkbox"/>	
The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract.			<input type="checkbox"/> (only applicable if this box is checked)

1. CONTRACT DETAILS
<p>(1.1) Commencement Date:</p> <p>Contract will commence once both parties sign the contract.</p>
<p>(1.2) Services Commencement Date (if applicable):</p>
<p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The Value of this contract is [REDACTED] (the "Contract Price").</p> <p>1.3.2 The Contract Price excludes VAT at the applicable rate</p> <p>1.3.3 Only orders placed directly by the Authority are binding under this Contract ("POs").</p> <p>1.3.4 See Appendix 1 - Goods Information and Pricing for the breakdown of pricing.</p> <p>1.3.5 Payment terms are net 30 days in arrears from the date the Authority receives valid invoices in accordance with this Contract.</p> <p>1.3.6 POs issued by the Authority in respect of this Agreement do not form part of this Agreement.</p>
<p>(1.4) Term of Contract:</p> <p>1.4.1 The contract will commence once both parties have signed the contract and end once the service has been successfully delivered to the premises. Hamilton Sales & Service UK Ltd guarantees that if a PO is sent to them by the 10/09/2025, they will deliver the instrument by the 12/12/25.</p>
<p>(1.5) Term extension options:</p> <p>N/A</p>

2. GOODS AND/OR SERVICES REQUIREMENTS
<p>(2.1) Description of the Goods / Services:</p> <p>2.1.1 Hamilton Sales & Service UK Ltd as listed in section (1.3).</p>
<p>(2.2) Premises and Location(s) at which the Goods / Services are to be delivered / provided:</p> <p>2.1.1 The Supplier shall deliver the Goods and services to:</p>

<p>[REDACTED]</p>
<p>(2.3) Key personnel of the Supplier to be involved in the Goods / Services:</p> <p>[REDACTED]</p>
<p>(2.4) Performance standards:</p> <p>2.4.1 The Supplier shall ensure the goods are fit for purpose.</p> <p>2.4.2 Timely delivery of the Goods in accordance with section 2.6 below.</p> <p>2.4.3 Proof of delivery of the Goods to be supplied</p>
<p>(2.5) Quality standards:</p> <p>The supplier shall meet the quality standards as set out in the National Microbiology Framework Terms and Conditions</p>
<p>(2.6) Contract monitoring arrangements:</p> <p>Not applicable as this is a one-off transactional purchase.</p>
<p>(2.7) Management information and meetings:</p> <p>At the Authority's request, within 5 (five) Business Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time</p>

<p>3. CONFIDENTIAL INFORMATION (if applicable)</p>
<p>(3.1) The following information shall be deemed Confidential Information:</p> <ul style="list-style-type: none">• Supplier pricing.• Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.• Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives. <p>(3.2) Duration that the information shall be deemed Confidential Information:</p> <p>Not Applicable</p>

<p>4. DATA PROCESSING (if applicable)</p>
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(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

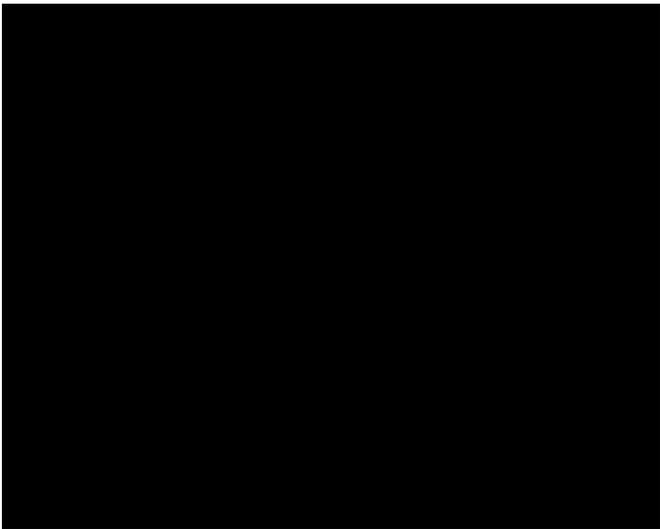
Not applicable

SIGNED:

For and on Behalf of the Supplier:



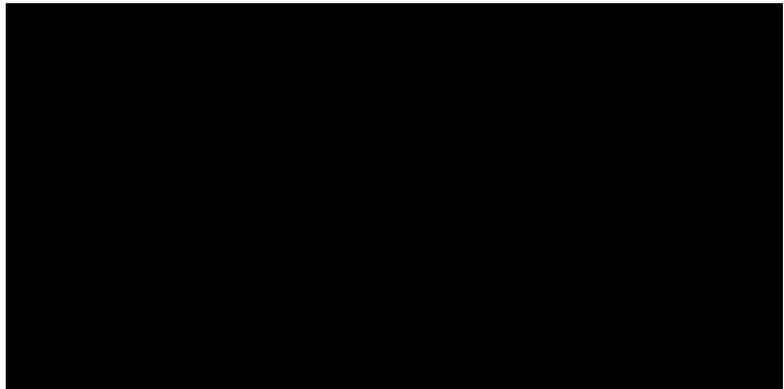
For and on Behalf of the Authority:



Annex A

Appendix 1 – Goods Information and Pricing

Quotation for accessories for System 117G based on the Microlab STAR Line



Quotation Date,
17.01.2025



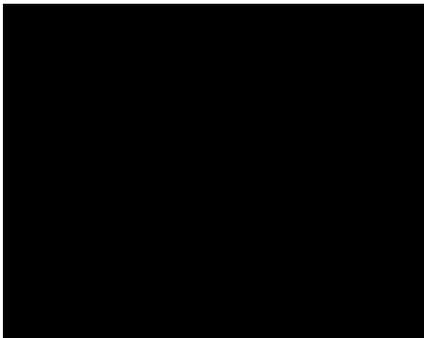
Further to our recent discussions and your interest in our systems, I am pleased to provide you with a quotation for your system.

We trust that this quotation will meet your requirements. If you have any queries, please do not hesitate to contact us.

We are looking forward to collaborating with you on this project, and will contact you shortly to

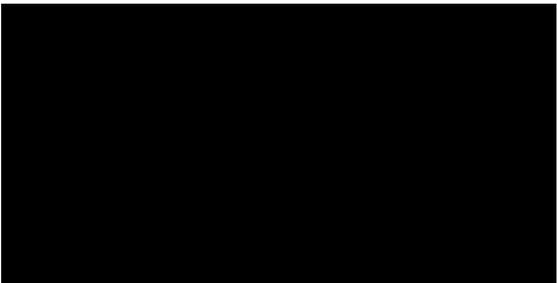
discuss the next phase. Yours sincerely,

Hamilton Sales & Service UK Ltd



Pos. Product **Accessories**

1



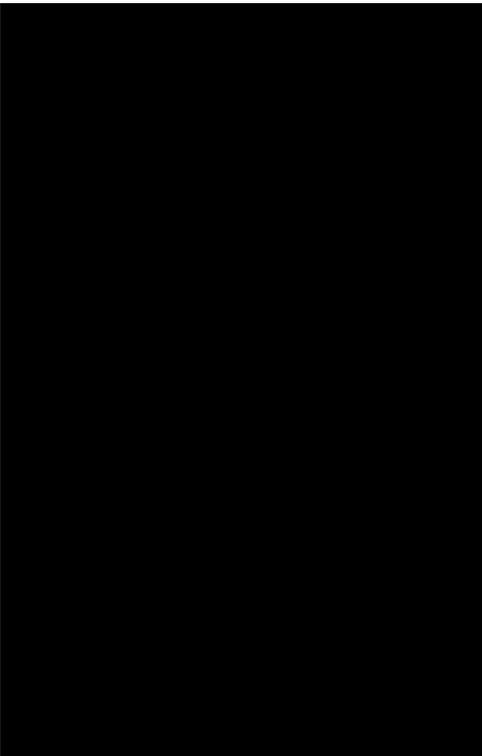
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1 [Redacted]
[Redacted]
[Redacted]
[Redacted]



Pos. Product

Qty.

[Redacted]

framework Schedule 7 - Ordering Procedure, Award Criteria and Order Form

6

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[Redacted]

[Redacted]

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]

7

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[Redacted]

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[Redacted]
[Redacted]

9

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

10 **INSTALLAS**

[Redacted]
[Redacted]

Pos. Product

11 **APPSMDAS**

Method Development Days

Method development days currently quoted are estimated based on initial discussion and anticipated effort required. Method specifications must be discussed, documented and agreed prior

[Redacted]

to an order being placed. Following agreement, the number of days may change.

12

[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Subtotal for Engineering & Service

[Redacted]

[Redacted]

Opt

[Redacted]

Pos. Product **Accessories**

Qty. Unit Price Total
(GBP) (GBP)

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]

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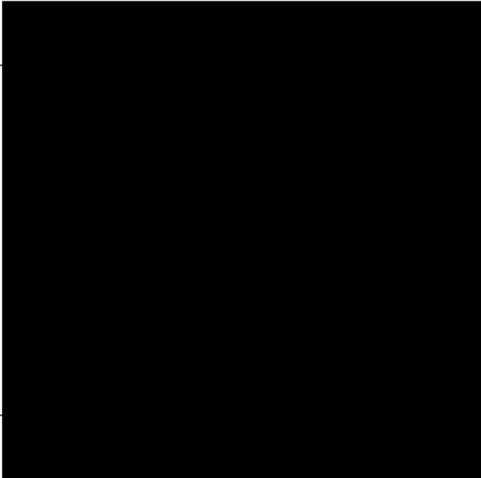
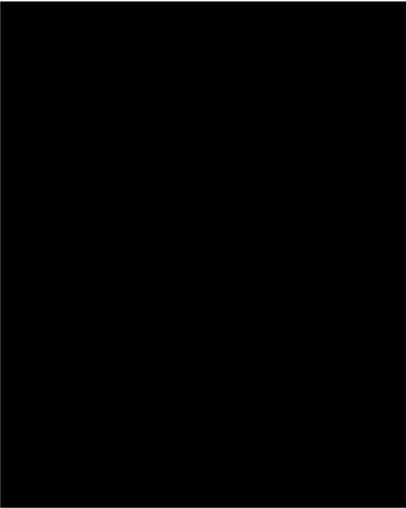
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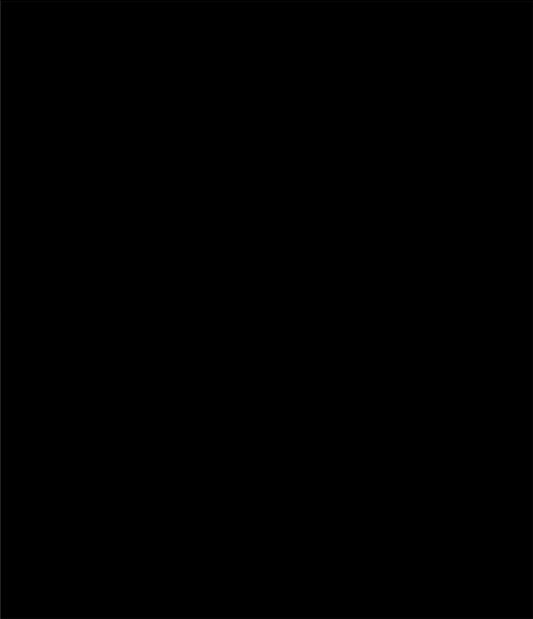


Quotation Nr.: 14106488 [redacted]
[redacted]

Project Summary

Product

[redacted]
[redacted]
[redacted]
[redacted]



List Price

Offer Price

Terms and Conditions

Prices:

In Pound Sterling, excluding VAT

Payment terms: 100% in installation

Delivery:

12-14 weeks from date of order

Shipping Terms:

DAP (Incoterms 2020) - The freight costs will be charged separately

Warranty:

12 months from Installation

Where installation is delayed, the maximum allowance for warranty will be 18 months from shipment from Switzerland

Quotation validity: 30 Days

Our general terms of sale apply to this quotation.

Please send orders to 

Customer may cancel purchase orders for products, subject to the following cancellation fees, which are based on the number of days in advance of the scheduled shipment date and which are a percentage of the cancelled Products purchase price:

- ☐ 21 calendar days before shipment date: cancellation fee 20 %
- ☐ 14 calendar days before shipment date cancellation fee: 50 %
- ☐ 7 calendar days before shipment date cancellation fee: 80 %

General Terms and Conditions of Purchase and any other General Terms and Conditions (collectively referred to "GTC") of the Customer shall never apply. References to GTC made in a purchase order and other business communication related to a purchase order therefore do not exercise any legal effect whatsoever

The system provided is classified as a product for general laboratory use and not as an IVD device within the meaning of EU directive 98/79/EC ("In vitro diagnostics"). The system components are in conformity with:

- ☐ EU directives 2014/30/EC ("EMC")
- ☐ EU directives 2014/35/EC ("Low Voltage")
- ☐ EU directives 2011/65/EC and 2015/863/EC ("RoHS").

The method programming supplied by Hamilton is to allow refinement of methods used in your laboratory and conversion into an automated format, suitable to your specific requirements on the Hamilton instrument of your choice. This comprises basic assay and liquid handling set-ups and plate transport for the assays described. The on-site training will allow you to modify these methods if required and develop new ones. It is assumed the chemical basics have been previously optimized in your laboratory.

Adequate performance of the above setup would be considered as 'final acceptance', defined in a site acceptance document.

Following Factory Acceptance Tests (FAT's) if applicable, the system will be installed by our trained Applications Specialists, who will assist you in programming methods. In addition they will provide training to allow you to write your own protocols in the future. Once you are satisfied that your protocols are running to an agreed standard, you will be supported by our team of Service Engineers, who will contact you in due course to arrange planned maintenance visits, if agreed on, during the warranty period, and be available to support you in the unlikely event of a system breakdown. Furthermore our Application Specialists will continue to provide you with high-level support for developing new protocols or adapting existing ones.

Your relationship with Hamilton will of course continue beyond this point and we look forward to working with you. We trust that this quotation meets with your satisfaction. Please do not hesitate to contact us should you have any queries.

Yours sincerely,

The Distributor/Buyer understands and warrants that it shall not re-export, re-transfer or divert the Products to Russia or for use in Russia in the event that the Distributor/Buyer is located in a third country outside the EEA or a country applying measures substantially equivalent to those laid down in the applicable regulations of Switzerland and/or the EU, such as Australia, Canada, Japan, New Zealand, South Korea, the United States and the United Kingdom, and the Products qualify as goods listed in Annexes 3 or 19 or as goods with high priority in accordance with Annex 31 of the Swiss Ordinance on measures in connection with the situation in Ukraine (SR 946.231.176.72) resp. goods or technologies listed in the Annex XI, XX, XXXV or goods with high

priority in accordance with Annex XL of the Regulation (EU) No 833/2014, or firearms and ammunition according to Annex I of Regulation (EU) No 258/2012.

Hamilton Medical may inform the competent authority of any breach of this obligation by the Distributor/Buyer.

