

DHSC Terms and Conditions for the Supply of PPE v6.1

The Authority	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK	Date	24/06/2020																																								
The Supplier	Dylan Imports Ltd Unit 4 Milton Road Business Park, 128 Milton Road, Gravesend, Kent, DA12 2PG Company number 05218710	Document Created by	[REDACTED] Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK Procurement.Operations@dhsc.gov.uk																																								
Domestic/Overseas Supplier	<input checked="" type="checkbox"/> UK supplier <input type="checkbox"/> Overseas supplier	Version	6.1																																								
Category of Goods	<p>Apply 'x' where the category applies to this contract</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 40px;"> <tr> <td style="width: 50%;">Alcohol Hand Gel</td> <td style="width: 10%;"></td> <td style="width: 30%;">N95 Face Masks</td> <td style="width: 10%;"></td> </tr> <tr> <td>Aprons</td> <td></td> <td>Respirators FFP2</td> <td></td> </tr> <tr> <td>Body Bags</td> <td></td> <td>Respirators FFP3</td> <td style="text-align: center;">X</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></td> <td>Gloves (Latex)</td> <td></td> </tr> <tr> <td>Other (please specify)</td> <td></td> <td>Hand Wash Solution</td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> </table>			Alcohol Hand Gel		N95 Face Masks		Aprons		Respirators FFP2		Body Bags		Respirators FFP3	X	Gowns		Face Shields		Coveralls		Goggles		Face Masks Type I		Gloves (Nitrile)		Face Masks Type II		Gloves (Vinyl)		Face Masks Type IIR		Gloves (Latex)		Other (please specify)		Hand Wash Solution					
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This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules (“**Schedules**”) below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

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

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

Schedules

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

Order Form

1. Contract Reference	DHSC/3679	2. Date	24/06/2020
3. Authority	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK	4. Supplier	Dylan Imports Ltd Unit 4 Milton Road Business Park, 128 Milton Road, Gravesend, Kent, DA12 2PG Company number 05218710
5. The Contract	<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 Authority and may delay conclusion of the Contract.</p>		

6. Deliverables

6.1 Goods

Product Description	Product Category	MPC	NPC	EN#	CE#	FDA #	Colour	Size						Total # items	Unit Price (exl VAT)	Total Price (exl VAT)	Currency	
								One Size	XS	S	M	L	XL					XXL
3M FFP3 8833 Respirators	FFP3 Masks							One Size							█	£█	£23,500,000	GBP

6.2 Terms of Shipment - Incoterms

Please refer to the Vendor Manual.

Ex Works	FOB	DDP	Other (please specify)
X			

6.3 Factory Table - for Supply Chain Coordination Purposes Only

No.	Factory Name	Factory Address	CountryKey	Contact Name	Key Contact	Email	Product Description & category (ref Goods table above at 6.1)

6.4 Delivered in accordance with the following instructions:

The supplier will contact the Authority's agent in accordance with the DHSC PPE Vendors Standard Operating Procedure manual to arrange for collection of the Goods from the address notified by the Supplier upon receipt of a signed Order Form in accordance with section 10 of this Order Form. Upon receipt of this address it shall constitute the Delivery Address for the purposes of this Contract:

Delivery Address(es)

Clipper Logistics plc

Daventry DC,
 Danes Way,
 Dirft,
 Daventry,
 NN6 7GX

Factory # (per 1 st column in factory table at 6.3)	Product Description & category	Lot #	Colour	One Size	XS	S	M	L	XL	XXL	Total # items	Incoterms	Estimated Available Factory Date (ExWorks)	Estimated Delivery Date in Origin warehouse (FOB)	Estimated Delivery Date in UK warehouse (DDP)	Mode of transport	Unit Price (exl VAT)	Total Price (exl VAT)
			White	X									10 days from PO				█	£23,500,000
			Totals	█ █							█ █						Total	££23,500,000

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

Product Description	Product Category	Lot #	Ship Quantity	Units of Measure (Pack) for Outer	Qty of Units per Pack	Qty of Packs per shipment
3M FFP3 8833 Face Mask	Respiratory Face Mask	1	████████	Cartons	██████	██████ cartons

The Supplier shall provide evidence to the Authority of the Goods' Lot/Batch numbers and Bar Codes.

Longstop Collection Date:

The parties have agreed that the Goods are to be made available for collection from the Delivery Address above by the “Estimated Available Factory Date” date specified in the table above.

In the event that the Goods are not available for collection from the Delivery Address by the “Estimated Available Factory Date” date specified in the table above, the Supplier shall ensure that the Goods are made available for collection at the Delivery Address by no later than close of business on 9th July 2020 (“**Longstop Collection Date**”). Time shall be of the essence in respect of the Longstop Collection Date.

Where the Goods are not made available for collection from the Delivery Address by the Longstop Collection Date, clause 5.1 (time of the essence) of Schedule 1 shall apply and the Authority shall be entitled (but not required) to immediately terminate this Contract on notice to the Supplier in accordance with clause 12 of Schedule 2 and the Authority shall be under no obligation to continue with the purchase of the Goods.

7. Specification	<p>The specification of the Deliverables is as set out in Annex A 140620 Not as embedded/attached documents.</p> <p>Please confirm which documents are inserted into the Annex.</p> <table border="1" data-bbox="387 315 1461 405"> <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>X</td> <td>X</td> <td></td> <td>X</td> </tr> </tbody> </table> <p>Each and every Product shall conform to EN149:2001.</p> <p>The Supplier agrees to procure that an EU Declaration of Conformity, translated into English, is issued by the Supplier or where applicable each Sub-supplier and retained for at least 10 years following delivery into the NHS Supply Chain in accordance with the following requirement: https://europa.eu/youreurope/business/product-requirements/compliance/technical-documentation-conformity/index_en.htm</p>	Product tech spec	Test Certification	CE Certification	EN Certification	FDA Certification	Photographs	X	X	X	X		X											
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X	X	X	X		X																			
8. Term	<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 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 the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>																							
9. Charges	<p>The Charges for the Deliverables shall be set out below</p> <table border="1" data-bbox="387 1176 1461 1458"> <thead> <tr> <th>Product Description</th> <th>Price per unit (ex VAT)</th> <th>Total # items</th> <th>Total Price (ex VAT)</th> <th>Currency</th> </tr> </thead> <tbody> <tr> <td>FFP3 8833 Face Mask</td> <td>£ [REDACTED]</td> <td>[REDACTED]</td> <td>23,500,000</td> <td>GBP</td> </tr> <tr> <td colspan="3">Total Price (excluding VAT)</td> <td>23,500,000</td> <td>.00</td> </tr> </tbody> </table> <p>Deposit amount:</p> <p>No deposit.</p> <p>Payment terms:</p> <table border="1" data-bbox="387 1713 1487 1848"> <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>X</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Weekly updates of availability of products must be sent to: UpdatePPEAvail@ugroup.co.uk Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information</p>	Product Description	Price per unit (ex VAT)	Total # items	Total Price (ex VAT)	Currency	FFP3 8833 Face Mask	£ [REDACTED]	[REDACTED]	23,500,000	GBP	Total Price (excluding VAT)			23,500,000	.00	Payment on factory availability	Payment on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)	X			
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	or, in their absence,	
13. Address for notices	<p>Authority:</p> <p>Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK</p> <p>Procurement.Operations@dhsc.gov.uk</p>	<p>Supplier:</p> <p>Dylan Imports Ltd Unit 4 Milton Road Business Park, 128 Milton Road, Gravesend, Kent, DA12 2PG</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p>
14. Key personnel	<p>Authority:</p> <p>Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK</p> <p>Procurement.Operations@dhsc.gov.uk</p>	<p>Supplier:</p> <p>Dylan Imports Ltd Unit 4 Milton Road Business Park, 128 Milton Road, Gravesend, Kent, DA12 2PG</p> <p>████████████████████</p> <p>████████████████████</p> <p>████████████████████</p>
15. Procedures and Policies	<p>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 “Relevant conviction”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>	

Signed by the authorised representative of THE AUTHORITY

Name:	██████████	Signature:	████████████████████████████████████████
Position:	Deputy Director	Date	25 th June 2020

Signed by the authorised representative of THE SUPPLIER

Name:	██████████	Signature	████████████████████████████████████████
Position:	Director.....	Date	████████████████████████████████████████

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 **Error! Reference source not found..**

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.

3M

8833 Particulate Respirator

Data Sheet



Main Features

The 3M™ 8833 respirator has exceptional comfort because of an advanced soft facepiece sealing ring which provides a good fit over a wide range of face sizes. The 8833 features an exhalation valve that helps reduce moisture build-up in certain work conditions. The adjustable nose clip also helps ensure a comfortable and secure fit.

Applications

- Pharmaceuticals
- Ship building
- Chemical processing
- Iron & steel foundries
- Grinding
- Battery manufacture
- Ship repair
- Construction
- Welding and soldering

Approvals

- The 3M 8833 has been shown to meet the Basic Safety Requirements under Article 10 and 11B of the European Community Directive 89/686/EEC.

The product is CE marked.

Materials

The following materials are used in the production of this product:

- | | | |
|-------------|---|-------------------------|
| ● Headband | - | Polyisoprene/Polyester |
| ● Nose-clip | - | Aluminium |
| ● Filter | - | Polypropylene |
| ● Face seal | - | PVC |
| ● Valve | - | Polypropylene/Polyester |

Weight: 18.2g

Standards

The product has been tested to the European Norm EN149:2001 and has met the requirements of category FFP3 in this standard.

The main performance tests in this standard are:

- Filter Penetration
- Total Inward Leakage (TIL)
- Flammability
- Breathing Resistance
- Performance

The product has an Assigned Protection Factor of 20; i.e., it can be used in atmospheres containing up to 20 times the Workplace Exposure Limit (WEL) of particulate contaminants. Nominal Protection Factor = 50

Warnings

As with the use of any respiratory device, the wearer must first be trained in the proper use of the product.

This product does not protect the wearer against gases, vapours, solvents from paint spray operations or atmospheres containing less than 19.5% oxygen.

Use only in adequately ventilated areas containing sufficient oxygen to support life.

Do not use when concentrations of contaminants are immediately dangerous to life or health.

Leave the area immediately if:

- Breathing becomes difficult
- Dizziness or other distress occurs

Discard and replace respirator if it becomes damaged or breathing resistance becomes excessive or at the end of the shift.

Never alter or modify this device.

The 8833 is intended to be a single shift device.

Fitting Instructions



1. Cup the respirator in your hand with the nosepiece at your fingertips, allowing the headbands to hang freely below your hand.



2. Position the respirator under your chin with the nosepiece up.



3. Pull the top strap over your head resting it high at the top back of your head. Pull the bottom strap over your head and position it around the neck below the ears.



4. Place the fingertips of both hands at the top of the metal nosepiece. Mould the nosepiece to the shape of your nose by pushing inwards while moving your fingertips down both sides of the nosepiece. Pinching the nosepiece using only one hand may result in less effective respirator performance.



5. The seal of the respirator on the face should be fit-checked prior to wearing in the work area.
a) Cover the front of the respirator with both hands being careful not to disturb the position of the respirator.

b) Inhale sharply. If air flows around the nose, readjust the nosepiece as described in step 4. If air leaks at the respirator edge work the straps along the sides of the head. If you **CAN NOT** achieve a proper fit **DO NOT** enter the contaminated area. See your supervisor.

Note – do not use with beards or other facial hair that may inhibit contact between the face and the edge of the respirator.

Respiratory protection is only effective if it is correctly selected, fitted and worn throughout the time when the wearer is exposed to hazards.

3M offers advice on the selection of products, and training in the correct fitting and usage.

For help with selecting the most appropriate forms of 3M PPE and relevant Health & Safety legislation, or for more detailed product information, please contact the 3M Health and Safety Helpline on: 0870 60 800 60 (UK).

For callers within the Republic of Ireland please call 1 800 320 500.



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CH8833







EU DECLARATION OF CONFORMITY

This Declaration of Conformity, issued under the sole responsibility of the manufacturer
3M United Kingdom PLC of 3M Centre, Cain Road, Bracknell, Berkshire, RG12 8HT, UK
hereby declaring the following Personal Protective Equipment (PPE)

Product Description: 3M™ Particulate Respirators

Product Model/s: 8310, 8312, 8320, 8322 and 8833

is/are in conformity with the provisions of the following European Regulation

PPE (Personal Protective Equipment) Regulation

The model is/are in conformity with the provisions of Regulation (EU) 2016/425, including fulfilment of the applicable essential health and safety requirements set out in Annex II, and with the National Standard transposing the harmonised European Standard Number(s):

EN 149:2001+A1:2009

and is/are identical to the PPE which is/are the subject of EU type-examination (Module B of Regulation (EU) 2016/425) referenced on the certificate number:

CE 705692 (Issue Date: 30/09/2019)

issued by

BSI Group, The Netherlands B.V. Say Building, John M. Keynesplein 9, 1066 EP Amsterdam,
The Netherlands, Notified Body No. 2797

and is/are subject to the procedures set out in Module D of Regulation (EU) 2016/425 under the surveillance of BSI Group, The Netherlands B.V. Say Building, John M. Keynesplein 9, 1066 EP Amsterdam, The Netherlands, Notified Body No. 2797



Signed by:



European Regulatory Manager
Personal Safety Division
3M United Kingdom PLC

Date: 30th September 2019