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Order Form

CALL-OFF REFERENCE:	710174450
THE BUYER:	Ministry of Defence
BUYER ADDRESS	Military Capability Delivery Army Headquarters Blenheim Building Marlborough Lines Monxton Road Andover SP11 8HT
THE SUPPLIER:	Toyota Gibraltar Stockholdings Ltd
SUPPLIER ADDRESS:	Toyota Gibraltar Stockholdings, 78 Queensway, The Dockyard, P.O. Box 176, Gibraltar, GX11 1AA
REGISTRATION NUMBER:	56794
DUNS NUMBER:	565409018
SID4GOV ID:	[Unknown]

APPLICABLE FRAMEWORK CONTRACT

This Simple Order Form is for the provision of the Call-Off Deliverables subject to the Standard Terms and dated **03/07/24**.

It is issued under the Framework Contract: RM6244.

CALL-OFF LOT(S): Lot 5

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Call-Off Deliverables - VEHICLE SPECIFICATION

	Vehicle Details				
Make	Toyota				
	Model: Land Cruiser 78 Hardtop, AUTO, 2-Seater Ambulance, LEFT hand drive, GDJ78L-RJTRY SFX: A1				
	Drive Type: 4x4				
	Tyres Radial Front: 225/95R16 6J TUBELESS Rear: 225/95R16 6J TUBELESS. Steel				
	Suspensions Front: Coil, Rear: Leaf				
	Wheelbase LWB 2980 mm, Ground Clearance: 235 mm				
Model Description	Weight Kerb Weight: 2332kg, Gross Vehicle Weight: 3300kg, Payload: 940kg				
	Seats: 12-Seater. Front: 1+1 separate, Rear: 2x5 Inward facing Bench. Material: Vinyl				
	Engine Model 1GD-FTV(A) - 2755cc, Diesel (Tank 90+90l), 4 cylinders, BHP: 201, KW: 150, Cooling (Water), electrics 12 Volts				
	Pneumatic differential lock FR+RR included as standard.				
	No of doors 3				
Transmission	6 Speed, Automatic. Brakes: Front: Disc, Rear: Drum				
Fuel	Diesel				
Colour	White				
	Factory Options Included in Price:				
	Airbags / Driver & Front passenger				
	 Air conditioning (non-CFC) ABS Brakes 				
	 Roof Rack, Heavy Duty w/steps(unassembled) 				
Optional Extras	TGS Options:				
	 100W P.A system with siren (Ambulance) 				
	Air conditioning unit for TGS BLS ambulance patient area				
	 Ambulance intercom system Blue LED beacon fitted to roof 				
	 Ceiling-mounted IV track with two bottle hooks 				
	Comprehensive first aid kit				
	Duo-folding stretcher storage clips				
	• Fitted oxygen pipeline system with "E" cylinder & regulator (BLS)				
	 Fixed medical refrigerator 47L, 2°C to 10°C Folding secondary stratcher - FOUR FOURS INCLUDING BAG 				
	 Folding secondary stretcher - FOUR FOLDS INCLUDING BAG Grab handle in patient area (single) 				
	Hand Paper Towel Dispenser				

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•	Hand sanitizing dispenser
•	Hand wash electric unit for LC78 BLS ambulance
•	Power Inverter 600W, 12V D/C to 220V A/C (ambulance)
•	Rear retractable step with pedal operation (Ambulance)
	Reflective rear prismatic vinyl on the back doors and bodywork LC78
	ambulance
•	Roof-mounted 12-volt electric ventilator (BLS)
•	Self-loading stretcher including mattress, adjustable backrest,
	wheels, ramp and locking device (78 BLS AMB)
•	TGS Basic Life Support ambulance conversion
•	Lockable storage (2 x drawers) in sink unit.
•	Tinted heat reflective film for windows in rear compartment (5%
	visibility)
•	Waste bin for ambulance rear door
•	White cross/green background stickers fitted to side doors
•	2nd battery with split diode and battery holder (GDJ78 ambulance)
•	Charger for double battery set up 70#
•	Fuel pre-filter kit (incl. 2x spare filters) (W/SECOND BATTERY
	OPTION ONLY) Supply 5x FS1001 Fleetguard spare diesel fuel
	filters
•	Decals Fasten your Seat Belts (2) front and rear
•	Decals No Smoking (2)
•	Extra 12V socket mounted in front
•	Extra 12V socket mounted in rear
•	Over-head storage compartment (access from the patient
	compartment)
•	Radio CD, AM/FM, MP3 player, Bluetooth, AUX jack & USB
•	Transit safety box (to secure easily removable items)
•	Vinyl spare wheel cover with TGS logo
•	"Ambulance" lettering on reflective vinyl, set of 4, front (reversed),
	rear and sides
•	Axle (front and rear) and gearbox breather extension kit
•	USB 12V charging adapter with two ports & TGS Logo 2 External
	fixed working LED lamps with 60° tilt
•	Auto-detachable shoreline electrical connector
•	Flashing LED warning lights red/blue fitted at the front. sides and
	back
The	Supplier shall provide familiarisation and/or demonstration of
	ment/vehicles, at time of collection/inspection, upon request.
	Ltd will provide the Authority with information/documentation (upon
	est) to support shipping arrangements, this may include (but will not be
	d to) vehicle logbook, engine and chassis number(s).
	anty Service - Belize:36 Months or 100000 Kms (whichever comes first)
	Toyota warranty and aftersales service is included in the price of the
vehic	les supplied by Toyota Gibraltar Stockholdings Ltd (TGS).
A fre	e pre-delivery inspection (PDI) and the issue of the Toyota Warranty
	let will be carried out by the local Toyota Distributor. The local Toyota
	butor may charge for the installation of unassembled accessories, such
	of rack(s). The Distributor will also carry out a 1000 Km service check,
	of charge except for lubricants, fluids or filters used, and will arrange the

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	application of warranty if necessary. Please note that non-Toyota equipment fitted as a TGS option is not endorsed by Toyota and consequently shall not benefit from the Toyota warranty and warranty service. This non-Toyota equipment will be separately warranted by TGS who will match the conditions of the warranty of the original manufacturer. It is important that the Pre- Delivery Inspection is carried out by the Toyota Distributor before the vehicle is put into operational use.
Conversion details	TGS Basic Ambulance Conversion, plus optional extras as outlined above.
Quantity	3

Call-Off Charges - VEHICLE PRICING

Base Vehicle Pricing				
Manufacturers Retail Price	<redacted></redacted>			
Percentage Discount Agreed	<redacted></redacted>			
Discounted Base Vehicle Price	<redacted></redacted>			
Pricing for other items				
Cost of Optional Extras	<redacted></redacted>			
Conversion Cost	<redacted></redacted>			
Cost of Registration & VED	<redacted></redacted>			
Cost of Delivery	<redacted></redacted>			
Total Vehicle Cost				
Total Cost	10,008,745 JPY Per Vehicle (Total: 30,026,235 JPY)			

DELIVERY

Delivery Requirements				
Requested Delivery Date	 Delivery/Shipping Not Applicable. Vehicles to be collected by the Authority via Own Wheels (Incoterms 2020). TGS to ensure vehicles are fully assembled, ready for inspection and testing by representatives of the Authority at the address below. Estimated delivery date: 23/08/2024. 			
Address	<redacted></redacted>			
Contact Name	<redacted></redacted>			
Telephone	<redacted></redacted>			
Email	<redacted></redacted>			

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Optional Terms									
MOD	Х	HMRC			Scottish Law				
For and on behalf of the Supplier:			For and on behalf of the Buyer:						
Signature:	<redac< td=""><td colspan="3"><redacted></redacted></td><td>gnature:</td><td colspan="3"><redacted></redacted></td><td></td></redac<>	<redacted></redacted>			gnature:	<redacted></redacted>			
Name:	<redac< td=""><td colspan="2"><redacted></redacted></td><td>N</td><td>ame:</td><td colspan="2"><redacted></redacted></td><td></td><td></td></redac<>	<redacted></redacted>		N	ame:	<redacted></redacted>			
Role:	TGS S	TGS Sales Executive		R	ole:	Army Assistar	Commercial at Head MCD	-	
Date:	27/06/	2024		D	ate:	03/07/24	1		

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Annex A – Standard Terms

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. The Simple Order Form including the Call-Off Special Terms
- 2. Joint Schedule 1 (Definitions and Interpretation).
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 11 (Processing Data) the Buyer shall be the Controller and the Supplier the Processor
 - Call-Off Schedules
 - Call-Off Schedule 9 (Security) Annex A
 - Call-Off Schedule 17 (MOD Terms)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: Addendum to Core Terms – Special Terms

Please note that the following terms supersede that which is stated within Clauses 3.2.3; 3.2.4; 3.2.10; 3.2.11 and 4.1 of the Core Terms:

3.2.3 The Supplier transfers risk of the Goods on Delivery and ownership of the Goods on payment for those Goods.

3.2.4 Risk in the Goods remains with the Supplier if the Buyer notices damage at the time of Delivery.

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3.2.10 The Supplier must indemnify the Buyer against the direct costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the in-build vehicle to an alternative customer. Cancellation terms for converted vehicles or vehicles above 3.5 tonnes should be agreed by the Buyer and Supplier prior to award of the Call Off Contract.

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer or Requesting Body for the Charges in the Order Form.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

PAYMENT METHOD

Payment for Supplier deliverables will be made via EXOSTAR <u>CP&F End to End</u> <u>Guide Including Exostar' (publishing.service.gov.uk)</u> Where the Supplier submits an invoice to the Authority in accordance with EXOSTAR instructions, the Authority will consider and verify that invoice in a timely fashion. The acceptance process will include a full inspection of the vehicles, ensuring full compliance with deliverables.

The Authority is mandated to use a General Accounting Rate (GAR), as set by HMRC, to calculate any currency conversion. The current GAR for conversion from GBP to JPY is 1GBP = 192,6387 JPY. This rate will be used, as necessary, to calculate any currency conversion.

BUYER'S INVOICE ADDRESS:

Army Commercial Army HQ, Blenheim Building Marlborough Lines Monxton Road Andover Hampshire SP11 8HJ