[redacted]

Attachment 7 - Order Form

CCS CALL-OFF REFERENCE:	[redacted]
CCS AGGREGATION REFERENCE:	[redacted]
CONTRACTING AUTHORITY CONTRACT REFERENCE:	Project 2807 Provision of IT Hardware for DBT
THE BUYER:	[redacted]
BUYER ADDRESS	[redacted]
THE SUPPLIER:	XMA Ltd
SUPPLIER ADDRESS:	[redacted]
REGISTRATION NUMBER:	[redacted]
DUNS NUMBER:	[redacted]
SID4GOV ID:	[redacted]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10/11/2023.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

[redacted]

CALL-OFF LOT:

- Lot 2 Hardware & Associated Services

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 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

2 Joint Schedule 1 (Definitions and Interpretation) RM6068

3 The following Schedules in equal order of precedence:

Joint Schedules for RM6068

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for NFC169

- Call-Off Schedule 5 (Pricing Details)

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

[redacted]

7 Annexes A to E Call-Off Schedule 6 (ICT Services)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, 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:

Special Term A:

In the event that the Goods become genuinely unavailable after the Supplier has accepted and/or confirmed the Buyer's Order and is contractually bound, the Supplier shall offer the Buyer a replacement model or equivalent substitute goods at no additional cost to the Buyer. The equivalent substitute goods shall be of an equivalent or higher specification and provide the same or additional functionality than the Goods they replace. It shall be the Buyer's sole decision whether to accept the replacement model or equivalent substitute goods. In the event that the Buyer rejects the replacement model or equivalent substitute goods, the Supplier's failure to Deliver in accordance with the Call-Off Contract shall be deemed a material Default entitling the Buyer to terminate the Call-Off Contract.

Special Term B (for Buyers with NO storage requirements managed by the Supplier):

Warranty shall commence on receipt of delivery at the Buyer's goods in reception.

Special Term C (for Buyers with Storage requirements managed by the Supplier ONLY):

Risk shall pass on receipt of delivery at the Buyer's goods in reception.

Title of the Goods shall pass on delivery to a secure storage facility in the UK and issue of a satisfactory vesting certificate.

Warranty shall commence on delivery at the Buyer's goods in reception.

Special Term D (for Buyers with Storage requirements managed by the Supplier ONLY):

The Buyer has specifically requested storage of Goods. The Supplier shall ensure:

- Goods are stored in a UK warehouse;
- that once the Goods are delivered to the storage facility they are not moved without prior agreement from the Buyer, save for delivery in line with the Implementation Plan

[redacted]

- Goods are clearly allocated as belonging to the Buyer
- adequate insurance is included to cover damage or loss to any or all of the Goods
- the Buyer has right and access to inspect the Goods at any point, given reasonable notice
- a vesting certificate is provided to the Buyer within 2 Working Days of delivery to the storage facility. Vesting certificates must be dated from the date the delivery to the storage facility was made and clearly show that the Title of the Goods belongs to the Buyer
- an invoice for the stored Goods is issued along with the vesting certificate. For the avoidance of doubt, this invoice must cover the Charges of the Goods only, Charges for storing Goods should be invoiced monthly in arrears (reflecting actual pallets and weeks in storage).

CALL-OFF START DATE:	10/11/2023
CALL-OFF EXPIRY DATE:	09/11/2024
CALL-OFF INITIAL PERIOD:	12 Months
CALL-OFF OPTIONAL	
EXTENSION PERIOD:	Not Applicable

CALL-OFF DELIVERABLES

Deliverables covered in Attachment 3 - Statement of Requirements.

LOCATION FOR DELIVERY

Delivery requirements specified in Attachment 3 - Statement of Requirements.

DATES FOR DELIVERY OF THE DELIVERABLES

Deliverables covered in Attachment 3 - Statement of Requirements.

[redacted]

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as specified in Attachment 3 - Statement of Requirements.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year as stated within Attachment 4 - Price Schedule.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices.

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier will issue electronic invoices upon order of devices. The Supplier will also provide a goods received note and a proof of delivery note, which will be used as invoicing evidence.

BUYER'S INVOICE ADDRESS:

[redacted]

[redacted]

[redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

[redacted]

[redacted]

SUPPLIER'S CONTRACT MANAGER

[redacted]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month, or as required.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter, or as required.

KEY STAFF

[redacted]

KEY SUBCONTRACTOR(S)

Not applicable

[redacted]

[redacted]

SUPPLIER’S DATA PROTECTION OFFICER

[redacted]

COMMERCIALLY SENSITIVE INFORMATION

Pricing contained within Attachment 4 Pricing Schedule.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

[redacted]

[redacted]

For and on behalf of the Supplier:

Signature: [redacted]

Name: [redacted]

Role: [redacted]

Date: 10/11/2023

For and o [redacted]

Signature: [redacted]

Name: [redacted]

Role: [redacted]

Date: 13/11/2023

[redacted]