

DHSC Terms and Conditions for the Supply of PPE v6

The Authority	Department of Health and Social Care 39 Victoria Street, London, SW1H 0EU, UK	Date	16/06/2020																																					
The Supplier	Unispace Global Ltd Devon House, St Katherine's Way, London E1W 1JP Company Registration No: 07719633	Document Created by	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> Procurement.Operations@dhsc.gov.uk																																					
Domestic/Overseas Supplier	<input checked="" type="checkbox"/> UK supplier <input type="checkbox"/> Overseas supplier	Version	Final V1																																					
Category of Goods	<p>Apply 'x' where the category applies to this contract</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <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></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 style="text-align: center;">X</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> </table>				Alcohol Hand Gel		N95 Face Masks		Aprons		Respirators FFP2		Body Bags		Respirators FFP3		Gowns		Face Shields		Coveralls		Goggles		Face Masks Type I		Gloves (Nitrile)	X	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 / 19518	2. Date	16/06/2020
3. Authority	Department of Health and Social Care 39 Victoria Street, Westminster, London SW1H 0EU	4. Supplier	Unispace Global Ltd Devon House, St Katherine's Way, London E1W 1JP Company Registration No: 07719633
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

Goods

Product Description	Product Category	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
Nitrile Gloves, XSmall, 3.2g	GL	GVNI0300	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Small, 3.2g	GL	GVNI0111	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Medium, 3.2g	GL	GVNI0122	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Large, 3.2g	GL	GVNI0123	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, XL, 3.2g	GL	GVNI0217	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Small, 4.3g	GL	GVNI0288	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Medium, 4.3g	GL	GVNI0289	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, Large, 4.3g	GL	GVNI0290	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											
Nitrile Gloves, XL, 4.3g	GL	GVNI0291	EN 455-1, EN 455-2, EN 455-3, EN 455-4	2777/12470-03/E00-00		Blue											

The Supplier warrants that it will carry out inspections of the Goods at the point of manufacture and in any case prior to delivery of the Goods at the delivery address. Such inspection shall be carried out by suitably trained and qualified personnel of the Supplier or its representatives. The Supplier warrants that it has inspected and audited the Supplier's sub-contractors who are manufacturing as well as supplying the Goods and their respective supply chains prior to the

Commencement Date of this Contract and undertakes to carry out further inspections and audits of those sub-contractors from time to time, as required by clause 13 of Schedule 1.

Terms of Shipment - Incoterms

Please refer to the Vendor Manual.

Ex Works	FOB	DDP	Other (please specify)
X			

Factory Table - for Supply Chain Coordination Purposes Only

No.	Factory Name	Factory Address	Country	Key Contact Name	Key Contact Email	Product Description (ref Goods table above)
1	Mercator Medical	88/8 Moo12, Tambon Kamphaeng Phet, Rattaphum District, Songkhla 90180,	Thailand	Sunee Thitichiratthitikan		Gloves (Nitrile)

The Supplier shall only be entitled to sub-contract the supply and manufacture of the Goods to the factory stated above. No other factories or sub-contractors shall be used in the supply of the Goods other than set out above and any change to the sub-contractor factory set out above shall be subject to express written consent of the Authority.

Delivered in accordance with the following instructions:

Factory # (per 1 st column in factories table)	Product Description	Lot #	Colour	One Size	Size						Total # items	Inco terms	Key Dates			Finance		
					XS	S	M	L	XL	XXL			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)
1	Nitrile Gloves	1	blue	0								Ex-works	18/06/2020	N/A	N/A	N/A		
1	Nitrile Gloves	2	blue	0								Ex-works	19/06/2020	N/A	N/A	N/A		
1	Nitrile Gloves	3	blue	0								Ex-works	20/06/2020	N/A	N/A	N/A		
1	Nitrile Gloves	4	blue	0								Ex-works	23/06/2020	N/A	N/A	N/A		
1	Nitrile Gloves	5	blue	0								Ex-works	30/06/2020	N/A	N/A	N/A		
1	Nitrile Gloves	6	blue	0								Ex-works	04/07/2020	N/A	N/A	N/A		
			Totals	0								Ex-works						

Delivery Address(es):

Ex-works collection as per the Factory table above.

Packaging Instructions: Please refer to the DHSC PPE Vendors Standard Operating Procedure manual. The Authority acknowledges that the Lots provided here will not be packaged in accordance with the instructions in the manual but notwithstanding this, the Supplier shall ensure that the packaging is compliant with Law.

Please confirm how the products are to be packaged by lot.

Product Description	Product Category	Lot #	Ship Quantity	Units of Measure (Pack) for Outer	Qty of Units per Pack	Qty of Packs per shipment
Gloves (Nitrile)	GL	1		10 Dispensers (100 Pieces) Per Carton		
Gloves (Nitrile)	GL	2		10 Dispensers (100 Pieces) Per Carton		
Gloves (Nitrile)	GL	3		10 Dispensers (100 Pieces) Per Carton		

Gloves (Nitrile)	GL	4		10 Dispensers (100 Pieces) Per Carton	
Gloves (Nitrile)	GL	5		10 Dispensers (100 Pieces) Per Carton	
Gloves (Nitrile)	GL	6		10 Dispensers (100 Pieces) Per Carton	

In each case the Authority authorises its Authority Collection Agent (Uniserve as described below) to collect the Goods at the above location and in accordance with Clause 2.2 of Schedule 2. Collection shall be on the dates notified by the Supplier to the Authority Collection Agent provided that the Supplier has notified the Authority Collection Agent 14 days in advance that the relevant Goods are available for collection. The Supplier shall ensure that the Goods are accompanied by the relevant paperwork required for their export from Thailand . The Supplier shall liaise and co-operate with the Authority Collection Agent (Uniserve) at all times. The contact details for Uniserve are as follows:

W: www.uniserve.co.uk
 Uniserve Group, London Mega Terminal, Thurrock Park Way, Tilbury, Essex, RM18 7HD

Points of Contact: <gc@ugroup.co.uk> and covidairfreightDHSC@dhsc.gov.uk

Where the Supplier is unable to deliver any lot/batch of the Goods in accordance with the above schedule, including due to a Force Majeure Event, the Supplier will promptly notify the Authority or its Authority Collection Agent. For the avoidance of doubt, the definition of Force Majeure Event in Schedule 3 is amended to include any pandemics (including Covid 19) and any national and/or regional measures imposed by a relevant authority in Thailand in response to a pandemic provided always that the Supplier has taken all reasonable and practical steps to mitigate against the effect of such measures and the Covid 19 pandemic so as to enable the Supplier and its sub-contractors to, far as possible, continue to comply with its obligations under this Contract notwithstanding the imposition of national or regional measures and/or the Covid 19 pandemic.

Failure of the Supplier to make the Goods available for collection at all or to the schedule above shall not put the Supplier in breach of the Contract. Notwithstanding the foregoing, any failure of the Supplier to make the Goods available for collection will give the Authority the right to terminate this Contract in respect of the Goods which are unable to be collected by giving 48 hours written notice to the Supplier unless the Supplier confirms in such 48 hour period that it can supply all or some of the Goods within a reasonable time, to be determined by the Authority (acting reasonably and in good faith), in which case this Contract shall only terminate in respect of those Goods which are unable to be supplied within a reasonable time to be determined by the Authority (acting reasonably and in good faith) and the delivery dates in respect of that consignment only shall be amended accordingly. Notwithstanding any other provision of this Contract, the above rights together with the Authority's rights to a partial refund under section 10 below of the deposit payment made under section 9 below shall be the parties' sole remedy in relation to any delay in delivery of the Goods.

Within 24 hours of a particular lot of the Goods being available for Collection from the above address the Authority or its authorised representative will visually inspect the Goods and notify the Supplier of any damaged Goods, packaging issues or discrepancies in the quantities as set out above. In the absence of such notification the Supplier will be deemed to have supplied the quantities required and the Goods comprises in that lot (including their packaging) will be deemed to have been delivered in a satisfactory condition. For the avoidance of doubt if Goods are later found to be defective, including manufacturing defects, or otherwise not in accordance with this Contract clause 4.6 of Schedule 2 shall apply.

In the event that the Authority Collection Agent fails to collect a particular lot of the Goods on an agreed date or within a 24 hour period after such date and provided the Supplier has properly given 14 days' notice of that lot of the Goods being available for collection, the Supplier shall be entitled to consider the Goods comprised in that lot delivered for the purposes of this Contract. The Supplier shall be entitled to invoice the Buyer for the remaining payment due for such Goods provided always that the Supplier has provided dated visual evidence to the Buyer that those Goods were in fact available for collection on the agreed date. The Supplier shall store those Goods until such time as they are collected and charge the Buyer reasonable storage costs until such time as they are collected.


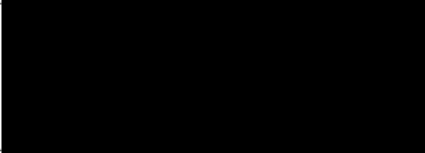
In accordance with clause 2.2 of Schedule 2 delivery of each lot of the Goods is complete once collected by the Authority Collection Agent at the above address. The Authority will be responsible for all aspects of onward transport from the above address and for clearing the Goods through customs provided always that the Supplier has provided at the time of collection or before all relevant paperwork required for the Goods to pass through customs and be exported from Thailand.

7. Specification	<p>The specification of the Deliverables is as set out in Annex A - D</p> <p>Please confirm which documents are inserted into the Annex.</p> <table border="1" data-bbox="416 248 1485 342"> <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></td> </tr> </tbody> </table> <p>Each and every Product shall conform to EN 455-1, EN 455-2, EN 455-3 & EN 455-4.</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																							
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X	X	X	X																															
8. Term	<p>The Term shall commence on 16 Jun 2020.</p> <p>And the Expiry Date shall be on delivery of the final batch, 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 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>																																	
9. Charges	<p>The Charges for the Deliverables shall be set out below,</p> <table border="1" data-bbox="416 1182 1485 1503"> <thead> <tr> <th>Product Description</th> <th>Price per unit (exl VAT)</th> <th>Total # items</th> <th>Total Price (exl VAT)</th> <th>Currency</th> </tr> </thead> <tbody> <tr> <td>Nitrile Gloves</td> <td></td> <td></td> <td></td> <td>GBP</td> </tr> <tr> <td>Total Price (excluding VAT)</td> <td></td> <td></td> <td></td> <td>3,789,590.00</td> </tr> </tbody> </table> <table border="1" data-bbox="416 1570 1485 1823"> <tr> <td>Deposit Amount (on order placement):</td> <td>£757,918.00</td> </tr> <tr> <td>Deposit Percentage (of overall price):</td> <td>20%</td> </tr> <tr> <td>Deposit comment:</td> <td>20% of Contract Value at Order placement</td> </tr> <tr> <td>Payment terms on balance (see table below):</td> <td>£3,031,672.00</td> </tr> <tr> <td>Payment % of balance:</td> <td>80%</td> </tr> </table> <p>Payment terms:</p> <table border="1" data-bbox="416 1939 1485 2031"> <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></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Product Description	Price per unit (exl VAT)	Total # items	Total Price (exl VAT)	Currency	Nitrile Gloves				GBP	Total Price (excluding VAT)				3,789,590.00	Deposit Amount (on order placement):	£757,918.00	Deposit Percentage (of overall price):	20%	Deposit comment:	20% of Contract Value at Order placement	Payment terms on balance (see table below):	£3,031,672.00	Payment % of balance:	80%	Payment on factory availability	Payment on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)				
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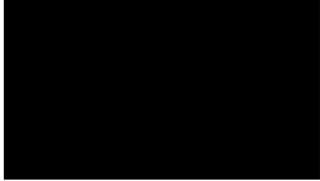
	<p>X</p> <p>Weekly updates of availability of products must be sent to: UpdatePPEAvail@ugroup.co.uk Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information</p>
<p>10. Payment</p>	<p>The invoice for the pre-payment shall be paid promptly on signature of this order form, and in any event by the end of the next Business Day following signature of this order form .</p> <p>We will send you a unique Purchase Order number (the “PO Number”) promptly on signature on this order form, and in any event no later than 22 June 2020. You must be in receipt of the PO Number before submitting any further invoices.</p> <p>Subsequent invoices for the balance of the price payable for the relevant lot may be issued on factory availability of the Goods at the Delivery Address in accordance with the Payment on factory availability table in Section 9, adjusted as necessary for Goods delivered.</p> <p>All invoices other than the invoice in respect of the pre-payment must be sent quoting the PO Number . Every payment request must be accompanied by a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing lists.</p> <p>The parties agree that the payment terms set out in section 9 above shall apply only in respect of this Order Form, and that nothing set out herein shall relieve the Supplier of its obligations to comply with, or otherwise vary the remaining terms of this Order Form or any other provision of this Contract.</p> <p>Without prejudice to clause 4.6 of Schedule 2the Supplier acknowledges and agrees that the corresponding portion of the pre-payment of Charges set out in this Order Form may be recovered by the Authority in accordance with the terms and conditions (including (without limitation) in respect of any Goods which are either rejected by the Authority in accordance with this Contract or not delivered by the Supplier on the date of the expiry or early termination of this Contract prior to the acceptance of any such Goods by the Authority).</p> <p>Email to: england.commercialcoe@nhs.net</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes all necessary information as specified in the DHSC PPE Vendors Standard Operating Procedure manual.</p> <p>Please refer to the DHSC PPE Vendors Standard Operating Procedure manual for further information on invoicing and payment.</p> <p>If you have a query regarding an outstanding payment, please contact england.commercialcoe@nhs.net</p>
<p>11. Authority Authorised Representative</p>	<p>For general liaison your contact will be the DHSC PPE contract management team: england.commercialcoe@nhs.net</p>

12. Seller's Authorised Representative(s)	For general liaison your contact will be ██ ██ ██	
13. Address for notices	Authority: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU Attention: ██	Supplier: Unispace Global Ltd Devon House St Katherine's Way London E1W 1JP ██ ██
14. Key personnel	Authority: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU Attention: ██	Supplier: Unispace Global Ltd Devon House St Katherine's Way London E1W 1JP ██ ██
15. Procedures and Policies	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.	

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:	Deputy Director	Date	16 th June 2020

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:	Director	Date	15 th June 2020

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 following quality assurance standards shall apply, as appropriate, to the manufacture, supply, and/or installation of the Goods:
 - EN 455-1
 - EN 455-2
 - EN 455-3
 - EN 455-4

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.

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 inspect the Goods within 90 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 [*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 **three (3) months** written notice. This will have the effect of cancelling the Authority's order for those Goods which have a scheduled factory availability date (as set out in section 9 above) which is more than three months after the date on which the Supplier receives the Authority's Termination Notice. This Contract shall remain in full force and effect in relation to all Goods with a scheduled factory availability date (as set out in section 9 above) which is three months or less after the date of receipt of that Termination 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 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.

13 COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS (only applicable to the Contract if this box is checked)

13.1 In performing its obligations under this Contract, the Supplier shall:

13.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

13.1.2 maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and

13.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

13.1.4 include in its contracts with its subcontractors and suppliers in connection with this Contract anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 13 so as to require that such subcontractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

13.2 The Supplier represents and warrants that on the commencement of this Contract:

13.2.1 neither the Supplier nor to the best of its knowledge its sub-contractors or suppliers or any of their respective officers or employees has been convicted of any offence involving slavery and human trafficking; and

13.2.2 to the best of its knowledge, neither the Supplier nor its sub-contractors or suppliers or any of their respective officers or employees has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13.3 The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

13.4 The Supplier shall notify the Authority as soon as it becomes aware of:

13.4.1 any breach, or potential breach, of this clause 13; or

13.4.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

13.5 The Supplier shall:

13.5.1 maintain a complete set of records to trace the supply chain of all Goods provided to the Authority in connection with this Contract;

13.5.2 permit the Authority and its third party representatives, on reasonable notice during normal business hours, to have access to and take copies of the Supplier's records and

any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this clause; and

- 13.6 The Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:
- 13.6.1 commits any breach of clauses 13.1 and/or 13.2; and/or
 - 13.6.2 commits a material breach of any of clauses 13.3 to 13.5 (inclusive) which is either (i) incapable of remedy or (ii) capable of remedy but not remedied by the Supplier within 30 days of receipt of notice from the Authority detailing the Supplier's breach.
- 13.7 The Parties agree and acknowledge that clauses 7.1.21 and 7.1.22 of Schedule 2 (General Terms and Conditions) shall be deemed to be deleted and replaced by the above provisions of this clause 13.

List of Annexes and Appendixes

Annex A - Essential Technical Specifications

Annex B - Declaration of Conformity Powder Free Nitrile Examination Gloves

Annex C - EN 455 Blue Nitrile size L

Annex D - EU Type Examination Certificate - 2777/12470-03/E00-00

Appendix 1 - NPC Supplier Information Form

Appendix 2 - Vendor Manual

Appendix 3 - Template Packing List