## ANNEX A - RM6014 ADDITIONAL CLIENT REQUIREMENTS

## REFRIGERATED MODULAR BUILDINGS

## 1 NOT USED

**2 SERVICE AND QUALITY**

2.1 The Supplier Alliance Member agrees that the Additional Client relies on the skill and judgment of the Supplier Alliance Member in the supply of the Modular Buildings and / or Services and the performance of its obligations under the Hire Terms.

2.2 The Supplier Alliance Member shall ensure that:

* All Modular Buildings Supplied shall include the building for its Permitted Use, as well as local alarm, ramps, Racking, and Chiller system to achieve the required performance;
* all Modular Buildings and Services are supplied in accordance and conform in all respects with the Supplier Alliance Member’s technical specification~~,~~
* all Modular Buildings are free from defects in design and workmanship immediately after Delivery; and
* all Modular Buildings and Services and its obligations under the Hire Terms at all times conform to and are performed in all respects in line with good industry practice.

2.3 The Supplier Alliance Member shall:

* ensure that any training provided by the Supplier Alliance Member to the Additional Client is comprehensive, accurate and prepared in accordance with good industry practice; and
* provide training to the Additional Client's personnel in accordance with the use and maintenance of the Modular Buildings and, the Hire Payment shall include all costs of training.

2.4 The Supplier Alliance Member must ensure that all Modular Buildings supplied are provided with suitable written (in hard and/or soft copies) instructions, including an operating manual for the Modular Buildings, detailing operational guidelines to maintain performance of the Modular Building in line with its Permitted Purpose (but not for the ongoing operations within the Modular Building such as loading and unloading of the Racking).

2.5 The Supplier Alliance Member must provide the Additional Client with a minimum of at least two weeks’ notice of any servicing and inspection work necessary during the hire period so that such work can be carried out at times to suit the convenience of the Additional Client.

Installation works

2.6 The Supplier Alliance Member shall deliver and install the Modular Building at the Delivery Place, in accordance with the Hire Terms.

2.7 The Supplier Alliance Member shall carry out the installation works in accordance with good industry practice and shall notify the Additional Client when the installation works have been carried out. The Additional Client shall inspect the installation works and shall either:

* accept the installation works, or
* reject the installation works and provide reasons to the Supplier if, in the Additional Client’s reasonable opinion, the installation works do not meet the requirements set out in the Contract Order Form (Hire) (or elsewhere in the Hire Agreement).

2.8 If the Additional Client rejects the installation works, the Supplier Alliance Member shall rectify or remedy any defects and if, in the Additional Client’s reasonable opinion, the installation works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Order Form.

2.9 The Supplier Alliance Member shall make no delivery of materials, equipment or other things nor commence any work at the Additional Client’s Delivery Place without obtaining the prior approval of the Additional Client.

2.10 Access to the Additional Client’s Delivery Places shall not be exclusive to the Supplier Alliance Member but shall be limited to such Supplier Alliance Member staff and sub-contractors as are necessary to enable the performance of the Hire Terms concurrently with the execution of work by others. The Supplier Alliance Member shall co-operate with such others as the Additional Client may reasonably require.

2.11 Where any access to the Additional Client’s premises is necessary in connection with delivery or installation, the Supplier Alliance Member and the Supplier Alliance Member’s staff and Sub-contractors shall at all times comply with the reasonable requirements of the Additional Client’s security procedures as notified to the Supplier Alliance Member from time to time.

Supplier Alliance Member Performance

2.13 The Supplier Alliance Member shall guarantee the following performance in line with the SLA set out in paragraph 3.2 below:

* The Modular Building - The shell and construction of the building shall be supplied in suitable condition and fit for purpose as a refrigerated modular building for its Permitted Use.
* Refrigeration System - The internal building temperature shall be maintained to a maximum temperature of four (4) degree Celsius. The Chiller shall be fit for purpose during the Hire Period subject to section 3 below.
* Body Racking System **-** All Racking shall be fit for purpose during the Hire Period.
* Ramps and access -All ramps and access equipment shall be fit for purpose during the Hire Period.

**3 SERVICE LEVEL AGREEMENT**

Maintaining the Temperature to 4 degrees or lower

3.1 The Supplier Alliance Member is providing Modular Buildings containing Chillers designed to maintain temperature to 4°C or below inside the Modular Building, when operated in accordance with the manufacturer’s instructions as set out in the Operating Manual. Whilst the Supplier Alliance Member cannot guarantee that no item will ever fail, it is prepared to commit to a service level agreement (**SLA**) as set out in this Section 3, to provide assurance that any faults or issues will be dealt with promptly in order to deliver the required quality of Service of the Modular Buildings.

3.2 The Supplier Alliance Member will provide a local alarm system to warn of failure or imminent failure of any of the refrigeration equipment. The specification for the local alarm is detailed in Annex C. If the alarm is triggered and the fault is reported as specified in the Operating Manual, the Supplier Alliance Member will meet the response times set out in 3.3 below 3.3 The following SLA will apply for response times to Modular Buildings reported issues and defects :

|  |  |
| --- | --- |
| **Response Time following reported issue** | **% of issues responded to within specified Response Time** |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |