Order Form

CALL-OFF REFERENCE: CCIH24A12

NFC189 Summer IT Aggregation

THE BUYER: Vehicle Certification Agency

BUYER ADDRESS 1 The Eastgate Office Centre, Eastgate Road,

Bristol, BS5 6XX

THE SUPPLIER: Probrand Ltd

SUPPLIER ADDRESS: Alpha Tower, Floor 11, Suffolk Street

Queensway, Birmingham, B1 1TT

REGISTRATION NUMBER: 2653446

DUNS NUMBER: **769990276**

SID4GOV ID: **208848**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **22 August 2025**.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT:

Lot 2 Hardware

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:

Crown Copyright 2018

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6098
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E
 - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
- 7. 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.

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):

RM6098 Framework Schedule 6 (Order Form and Call-Off Schedules) Crown Copyright 2018

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
- 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: 1 August 2025

CALL-OFF EXPIRY DATE: 31 July 2026

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF DELIVERABLES

178x Dell Laptops as per customer specification provided in Appendix A of Attachment 3.

Dell Pro 14 Plus (PB14250) XCTO 2 in 1

Crown Copyright 2018

LOCATION FOR DELIVERY

As per customer specification provided in Appendix A of Attachment 3.

1 The Eastgate Office Centre, Eastgate Road, Bristol, BS5 6XX

DATES FOR DELIVERY

As per customer specification provided in Appendix A of Attachment 3 delivery date details.

The dates below are the customers preferred delivery dates and will be confirmed on award once lead time issues have been taken into account

Required Delivery Date	Qty
September-25	23
October-25	20
November-25	20
December-25	23
February-26	23
April-26	23
June-26	23
August-26	23
Total	178

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

As per customer specification provided in Appendix A of Attachment 3.

Dell 5 Year ProSupport and Next Business Day Onsite Extended warranty, Plus 5

Year Keep your Drive

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

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

£950.19 per laptop, plus £34.92 Five Year Pro Support NBD Onsite Warranty + 5 Year Keep your Hard Drive upgrade —Paid Upfront upon delivery to bonded storage. £985.11 per unit —

178x TOTAL = £175,349.58

DELIVERY

£40 per delivery, required QTY 8x, TOTAL = £320

Crown Copyright 2018

BONDED STORAGE

£5 per pallet per week storage charge billed monthly or quarterly – starting with 2x pallets, then reducing to 1x pallet from November onwards over the contract call offs.

Storage Periods	Laptops Stored	ESTIMATED COSTS
Aug/Sep to Nov	155x / 2 Pallets	£120
Dec to Feb	115x / 2 Pallet	£120
Mar to May	69x / 1 Pallet	£60
Jun to Aug	46x / 1 Pallet	£60

Estimated Total £360

Full Order Value -

£176,500 Estimated Total order value

REIMBURSABLE EXPENSES N/A

PAYMENT METHOD BACS

BUYER'S INVOICE ADDRESS:

Accounting assistant finance@vca.gov.uk

1 The Eastgate Office Centre Eastgate Road Bristol, BS5 6XX United Kingdom

BUYER'S AUTHORISED REPRESENTATIVE

1 The Eastgate Office Centre, Eastgate Road, Bristol, BS5 6XX

BUYER'S ENVIRONMENTAL POLICY

Environmental and sustainability policy - GOV.UK

BUYER'S SECURITY POLICY

Security policy framework: protecting government assets - GOV.UK

SUPPLIER'S AUTHORISED REPRESENTATIVE

Alpha Tower, Floor 11, Suffolk Street Queensway, Birmingham, B1 1TT

Crown Copyright 2018

SUPPLIER'S CONTRACT MANAGER

Alpha Tower, Floor 11, Suffolk Street Queensway, Birmingham, B1 1TT

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

NA

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

None

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)

RM6098 Framework Schedule 6 (Order Form and Call-Off Schedules) Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Tenders & Frameworks Manager	Role:	Chief Executive
Date:	20.08.25	Date:	19/09/2025