

DHSC Terms and Conditions for the Supply of Goods

The Authority	THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, acting as part of the Crown of 39 Victoria Street, Westminster, London SW1H 0EU
The Supplier	Bluetree Design & Print Limited Company Number: 03793442 Registered Address: Unit 1 Brookfields Park, Manvers Way, Manvers, Rotherham, S Yorkshire, S63 5DR
Date	<input type="checkbox"/> June 2020 24th June 2020
Type of Goods	Type IIR Masks

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	
2. Date	24th June 2020
3. Authority	Secretary of State for Health and Social Care on behalf of the Crown whose principal address is at: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU
4. Supplier	Bluetree Design & Print Limited Company Number: 03793442 Registered Address: Unit 1 Brookfields Park, Manvers Way, Manvers, Rotherham, S Yorkshire, S63 5DR
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the Schedules.</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	<p>(Goods)</p> <p>Type IIR Masks – XXXXXXXXXX</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address(es):</p>

Clipper Logistics plc

Daventry DC,
Danes Way,
Dirft,
Daventry,
NN6 7GX

Date(s) of Delivery:

Month	Units Delivered
Jul-20	
Aug-20	
Sep-20	
Oct-20	
Nov-20	
Dec-20	
Jan-21	
Feb-21	
Mar-21	

Packaging Instructions: the inclusion in English in the delivery note of the following:

- Supplier name (and code)
- Purchase Order number
- Part number / NPC code (NHS specific code)
- Detailed product description
- Quantity (total)
- Quality status (i.e. approved, certification status etc.)
- Any product expiration dates
- Any other contract reference

7. Specification

The specification of the Deliverables is as set out below:

- [REDACTED] Type IIR Face Masks.
- Tested and certified to EN14683 and CE marked
- Compliant with the specifications as set out in <https://www.gov.uk/government/publications/technical-specifications-for-personal-protective-equipment-ppe>

8. Term

The Term shall commence on the date of this Contract.

And the Expiry Date shall be 31 March 2021, unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.

<p>9. Charges</p>	<p>The Charges for the Deliverables are.</p> <table border="1"> <thead> <tr> <th data-bbox="596 331 762 405">Product Description</th> <th data-bbox="807 331 938 450">Price per unit (exl VAT)</th> <th data-bbox="970 331 1066 405">Total # items</th> <th data-bbox="1161 331 1321 405">Total Price (exl VAT)</th> <th data-bbox="1385 331 1517 360">Currency</th> </tr> </thead> <tbody> <tr> <td data-bbox="596 456 711 530">Type IIR Masks</td> <td data-bbox="783 450 1139 501">[REDACTED]</td> <td data-bbox="970 456 1066 486"></td> <td data-bbox="1161 456 1358 486">64,096,760.00</td> <td data-bbox="1385 456 1449 486">GBP</td> </tr> <tr> <td data-bbox="596 622 751 734">Total Price (excluding VAT)</td> <td colspan="2" data-bbox="807 622 1015 651">£64,096,760.00</td> <td colspan="2" data-bbox="1385 622 1449 651">GBP</td> </tr> </tbody> </table> <p>the "Contract Value"</p> <p>Payment terms:</p> <table border="1"> <thead> <tr> <th data-bbox="596 898 735 987">Payment on factory availability</th> <th data-bbox="831 898 999 987">Invoice on delivery at UK warehouse</th> <th data-bbox="1070 898 1286 1021">Payment on delivery at overseas cargo freight warehouse</th> <th data-bbox="1310 898 1469 954">Other (please specify)</th> </tr> </thead> <tbody> <tr> <td data-bbox="596 1028 735 1057"></td> <td data-bbox="927 1028 951 1057" style="text-align: center;">x</td> <td data-bbox="1070 1028 1286 1057"></td> <td data-bbox="1310 1028 1469 1057"></td> </tr> </tbody> </table>	Product Description	Price per unit (exl VAT)	Total # items	Total Price (exl VAT)	Currency	Type IIR Masks	[REDACTED]		64,096,760.00	GBP	Total Price (excluding VAT)	£64,096,760.00		GBP		Payment on factory availability	Invoice on delivery at UK warehouse	Payment on delivery at overseas cargo freight warehouse	Other (please specify)		x		
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	x																							
<p>10. Payment</p>	<p>All invoices must be sent quoting a valid purchase order number</p> <p>mb-paymentqueries@dhsc.gov.uk</p> <p>Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the "PO Number"). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to: mb-paymentqueries@dhsc.gov.uk</p>																							
<p>11. Authority Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be:</p> <p>[REDACTED]</p> <p>or, in their absence,</p>																							

	[REDACTED]	
12. Seller's Authorised Representative(s)	For general liaison your contact will be: [REDACTED]	
13. Address for notices	Authority: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU Attention: [REDACTED] Email: [REDACTED]	Supplier: Bluetree Design & Print Limited, 1 Brookfields Park, Manvers Way, Manvers, Rotherham, S Yorkshire, S63 5DR Attention: [REDACTED] Email: [REDACTED]
14. Key personnel	Authority: Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU Attention: [REDACTED] Email: [REDACTED]	Supplier: Bluetree Design & Print Limited, 1 Brookfields Park, Manvers Way, Manvers, Rotherham, S Yorkshire, S63 5DR Attention: [REDACTED] Email: [REDACTED]
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:	[REDACTED]	Signature:	[REDACTED]
Position:	Deputy Director	Date	24th June 2020

Signed by the authorised representative of THE SUPPLIER

Name:	Signature
Position: <i>Director</i>	Date <i>22/6/20</i>

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 20 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:

- Tested and certified to EN14683 and CE marked
- Compliant with the specifications as set out in <https://www.gov.uk/government/publications/technical-specifications-for-personal-protective-equipment-ppe>

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 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 is completed)

- 6.1 The Authority shall visually inspect the Goods within 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 is completed)

- 7.1 The Authority's rights and remedies under Clause 4.6 of **Error! Reference source not found.** shall cease 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 is completed)

- 8.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on written 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 **Error! Reference source not found.**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 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 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 of their delivery to the Authority and/or which have a remaining shelf life of less than.
- 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 shall then apply accordingly and this Clause, together with Clauses 10.8 and 10.9, 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 offer to the Authority spares and consumables required for any of the PPE Goods supplied to the Authority. The Supplier agrees any charging rate for the spares and consumables shall be inclusive of all packaging and standard delivery.
- 12.7 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 Acceptance tests (only applicable to the Contract if this box is checked)

- 13.1 In respect of pre-production samples of the Goods manufactured in conformance with the Specification (“**Sample Goods**”), the Supplier shall by dates agreed in writing with the Authority, at the Authority’s election, either:
- 13.1.1 submit to the Authority for approval such quantities of Sample Goods as the Authority may reasonably require; or
 - 13.1.2 provide to the Authority written evidence satisfactory to the Authority that testing has been undertaken by the Supplier or by persons nominated by it (and approved by the Authority) to confirm compliance of Sample Goods with the Specification.
- 13.2 Where Clause 13.1.1 applies, the Sample Goods will be subject to the Authority’s acceptance tests and inspections to be decided by the Authority and undertaken by the Authority and/or its representatives or, where third party approval is required, by that third party.
- 13.3 The Authority shall notify the Supplier as soon as reasonably practicable whether the Sample Goods have been approved under Clause 13.1.1 or whether the written evidence submitted under Clause 13.1.2 is satisfactory (as applicable).
- 13.4 The Authority’s approval or confirmation under Clauses 13.1.1 or 13.1.2 constitutes confirmation by the Supplier that the Goods shall be manufactured in conformity with the Sample Goods.
- 13.5 Where either the Sample Goods are not approved by the Authority under Clause 13.1.1 or the written evidence submitted under Clause 13.1.2 is not satisfactory to the Authority, this shall be deemed to be a material breach of this Contract which is not capable of remedy and the Authority may terminate this Contract under Clause 12.4(i) of Schedule 2.

14 Right of first refusal during the Term (only applicable to the Contract if this box is checked)

- 14.1 If at any time during the Term the Supplier manufactures Goods/Deliverables in excess of the quantities set out in the Purchase Order(s) it shall immediately notify the Authority of the number and type of Goods/Deliverables and when they will be available for delivery to the Authority (“**Offer Notice**”).
- 14.2 The Authority shall be entitled at any time within the following 20 Business Days to issue a Purchase Order for all or any amount of the Goods/Deliverables specified in the Offer Notice on the same terms including price as set out in this Contract (“**Offer Period**”).
- 14.3 If the Authority does not issue one or more Purchase Orders within the Offer Period, the Supplier shall be entitled to sell the excess Goods/Deliverables specified in the Offer Notice to third parties.

15 Right of first refusal on expiry of the initial Term (only applicable to the Contract if this box is checked and Clause 15 is completed)

- 15.1 If the Supplier receives a bona fide offer from any third party to enter into a contract or arrangement to take effect within 3 months following the Expiry Date for the supply for a term of up to 12 months of goods the same as or similar to the Goods using production facilities in the UK, it shall first notify the Authority of the proposed terms as to pricing, volume, specification and duration specified in the offer.
- 15.2 If within 20 Business Days of such notification the Authority gives notice to the Supplier that it wishes to contract on the terms specified, the parties will enter into an agreement incorporating such terms and otherwise on the terms and conditions of this Contract, provided that any equivalent provision to this Clause 15 shall only give a right to require a supply for up to 12 months after the initial Expiry Date.
- 15.3 If the Authority does not give such notice within 20 Business Days, the Supplier shall be free to contract with the third party on the terms specified in the offer.
- 15.4 Where the parties enter into an agreement pursuant to Clause 15.2, this shall not prevent or restrict the Supplier from contracting with third parties (including but not limited to the third party who submitted the offer referred to in Clause 15.1) for the provision of goods the same as or similar to the Goods using production facilities in the UK in addition to the supply to be provided to the Authority under that agreement.

16 Approved Sub-contractors (only applicable to the Contract if this box is checked and Clause 16 is completed)

16.1 The Authority's prior written consent to the use of the following Sub-contractors for the following roles shall be deemed to have been given pursuant to Clause 23.1 of Schedule 2:

16.2 Clause 12.5.2 of Schedule 2 shall be amended to read:

12.5 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier if:

....

12.5.2 the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract other than pursuant to and in accordance with clause 23.1; or

16.3 The Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 7.1.21 of Schedule 2.

17 Set-off (only applicable to the Contract if this box is checked)

17.1 Without prejudice to clause 6.8 of Schedule 2, the Authority reserves the right to set-off:

- 17.1.1 any monies due to the Supplier from the Authority under this Contract as against any monies due to the Authority from the Supplier under any other contract between the parties; and
- 17.1.2 any monies due to the Authority from the Supplier under this Contract as against any monies due to the Supplier from the Authority under any other contract between the parties.

18 Invoicing within 30 days (only applicable to the Contract if this box is checked)

- 18.1 The Supplier shall invoice the Authority for Goods within 30 days following completion of the supply of the Goods in compliance with this Contract.

19 Right to terminate where guarantee becomes invalid or unenforceable (only applicable to the Contract if this box is checked)

- 19.1 A new Clause 12.5.4 shall be added to Schedule 2 as follows:

12.5 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier if:

....

12.5.4 any guarantee guaranteeing the obligations of the Supplier under this Contract ceases to be valid or enforceable for any reason (and the Supplier shall notify the Authority promptly on becoming aware of such invalidity or unenforceability), provided however, the Authority shall first provide Supplier with thirty (30) days advance written notice and afford Supplier with an opportunity to cure by furnishing the Authority with a comparable guarantee to the satisfaction of the Authority with the guarantor or with another guarantor which is acceptable to the Authority, such satisfaction or acceptance to not be unreasonably withheld.

20 Authority Provided Materials (only applicable to the Contract if this box is checked and Clause 20 is completed)

- 20.1 The Authority shall deliver the following Authority Provided Materials to the delivery locations and on the delivery dates set out below:

- 20.2 Delivered in accordance with the following instructions:

Delivery Address(es):

Date(s) of Delivery by the Authority:

- 20.3 The delivery dates set out above are estimates only but the Authority shall use all reasonable endeavours to meet any such timescales. Delivery of Authority Provided Materials may be in one or more parts and shall be completed when such items arrive at the delivery location. The Supplier shall be responsible for the unloading of any such items at the delivery location.

- 20.4 The parties acknowledge that the Charges for the Goods includes a discount reflecting the market value of the Authority Provided Materials.

- 20.5 Title in any Authority Provided Materials (in whole or part) shall remain with the Authority until such time as the item (or relevant part thereof) is used by the Supplier (or any third party manufacturer engaged by the Supplier) in the manufacture of the Goods in accordance with this Contract to become a component part of such Goods at which point title in the Authority Provided Materials (or relevant part thereof) shall transfer to the Supplier.
- 20.6 Risk in any Authority Provided Materials shall transfer to the Supplier upon Delivery in accordance with Clause 20.1, and the Supplier shall ensure (or shall procure) that:
- 20.6.1 all such Authority Provided Materials are stored in clean, dry and secure condition and in accordance with any manufacturer guidelines for the storage of such Authority Provided Materials and easily identifiable as the property of the Authority;
 - 20.6.2 it maintains insurance in respect of any such Authority Provided Materials to their full reinstatement value; and
 - 20.6.3 all such Authority Provided Materials shall be used only in the manufacture of the Goods, and always in the proper performance of this Contract.
- 20.7 The Supplier shall immediately, and at its own cost return or at the option of the Authority make available for collection any Authority Provided Materials held by the Supplier (or by any third party manufacturer of the Goods or any other third party agents or sub-contractor engaged by the Supplier) where requested to do so by the Authority and in any case on the termination or expiry of this Contract.
- 20.8 In the event that:
- 20.8.1 at the date of expiry or termination of this Contract, the Supplier has used the Authority Provided Materials (or part thereof) in the manufacture of Goods which have not at the date of termination or expiry been delivered to the Authority; or
 - 20.8.2 the Authority rejects any Goods manufactured using the Authority Provided Materials (or part thereof),
- then the Supplier shall promptly (and in any event within thirty (30) days of the date of termination, expiry or rejection) pay to the Authority a sum equal to the market value (as determined by the Authority acting reasonably) of any Authority Provided Materials (or part thereof) used in the manufacture of such Goods;
- 20.9 The Authority warrants that the Authority Provided Materials comply with any specification for such items set at Clause 20.1 or otherwise provided by the Authority to the Supplier from time to time. All other Authority warranties in respect of the Authority Provided Materials (whether express or implied) are hereby excluded and (save as expressly set out at Clause 20.10) nothing in this Clause 20 shall relieve the Supplier from any of its obligations to provide the Goods in accordance with this Contract.
- 20.10 Where the Authority is delayed in making delivery of the Authority Provided Materials (or where the circumstances in Clause 20.8 apply), the delivery date for the Goods shall be extended by a period to be by written agreement between the parties (acting reasonably) to reflect such delay, provided always that the extension

shall be no longer than the period of delay in delivery of the Authority Provided Materials, and that the Supplier uses all reasonable endeavours to mitigate the impact of any such delay.

20.11 The Supplier shall immediately notify the Authority in writing upon becoming aware of any of the following circumstances:

20.11.1 the Authority Provided Materials delivered by the Authority are insufficient in quantity to enable the Supplier to meet its obligations to deliver the Goods;

20.11.2 the Authority Provided Materials are defective or do not comply with the specification for any such items,

whereupon the Authority shall provide additional or replacement Authority Provided Materials at such time as the parties' may agree (acting reasonably) and in any case as soon as is reasonably practicable following receipt of any such notification issued pursuant to this Clause 20.

