Purchase Order - DSTLX-1000164282

Buyer Address: REDACTED under FOI Exemption

Vendor: 0000021252

Dstl Porton Down

Purchase Order Number:	PO Date:	Currency:
DSTLX-1000164282	22/10/2021	GBP

The Falcon Project Ltd
REDACTED under FOI Exemption

Tel: REDACTED under FOI ExemptionFax:

Deliver To: REDACTED under FOI Exemption

Purchase Order Number to be quoted on all correspondence
REDACTED under FOI Exemption

All invoices must quote the Purchase Order Number and be sent to: REDACTED under FOI Exemption

Line-Sch	Item/Description	Quantity	UOM	Unit Price (ex. VAT)	Line Amount (ex. VAT)	Delivery By
1	1 - 3 days use of Falcon mix facility REDACTED under FOI Exemption	EA	REDACTED under FOI Exemption			
	REDACTED under FOI Exemption 12/11/2021					
1	2 - Radiography REDACTED under FOI Exemption	EA	REDACTED under FOI Exemption			
	12/11/2021					
1	3 - K4 filling fixture REDACTED under FOI Exemption	EA	REDACTED under FOI Exemption			
REDACTED under FOI Exemption 12/11/2021						
1	4 - Materials for trial and 8 x RX2000 REDACTED under FOI Exemption	EA	REDACTED under FOI Exemption			
	REDACTED under FOI Exemption 12/11/2021					
	fills					

Total Price (ex. VAT) **27,380.00**

END OF PURCHASE ORDER LINES

Shipping Comments
Falcon Project Quote: Dstl_Quotation_October_2021_K4Fill dated 1 October 2021 refers

Please deliver these goods FOA REDACTED under FOI Exemption,

Please ensure this is printed clearly on the delivery documentation.
PLEASE NOTE DELIVERIES ARE NOT ACCEPTED IN DSTL STORES AFTER 1600hrs.
Deliveries to Dstl Porton Down using vehicles in excess of 15 tonnes gross weight should be made via the A30 road, and not through the Porton village.

Delivery drivers must carry some form of identification, (e.g. Credit card, drivers licence etc).
Access to the Dstl site may not be allowed, if site clearance has not previously been obtained and we do not have an escort available.

The following Narrative Conditions also apply to this Contract:
AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

COVID-19: Extension of time and relief from performance
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Dstl is part of the Ministry of Defence. Head Office Address: Dstl, Porton Down, Wiltshire, SP4 0JQ , United Kingdom. VAT Number GB 888 8050 68

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Fax:

Line-Sch Item/Description	Quantity	UOM	Unit Price (ex. VAT)	Line Amount (ex. VAT)	Delivery By

1. The parties recognise that the continuance of the COVID-19 pandemic may have an adverse impacton the ability of the Contractor to perform its obligations under this Contract. The Contractor shall not therefore be in breach of its obligations under this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.

2. The Contractor shall immediately notify the Authority in writing that the continuance of theCOVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under the Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.

3. Subject to clause 4 below, the Contractor shall be entitled to request an appropriate periodof:
a. additional time for performing; and/or
b. relief from other contractual consequences, of late or non-performance ofsuch obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under the Contract.

4. The maximum period of additional time and/or for which relief will be granted under this clause shall be limited to one calendar month after contract acceptance, after which the Authority may terminate the Contract on giving 30 days¿ notice in writing to the Contractor. On termination of the Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.

The following Defence Conditions (DEFCONS) also apply to this Contract:

DEFCON 76 (Edn 12/06) - Contractor's Personnel at Government Establishments

DEFCON 524A (Edn 02/20) ¿ Counterfeit Materiel

DEFCON 531 (Edn 11/14) ¿ Disclosure of Information

LIMITATION OF CONTRACTOR¿S LIABILITY

A. Subject to Clause b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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All invoices must quote the Purchase Order Number and be sent to: REDACTED under FOI Exemption Tel: REDACTED under FOI ExemptionFax:

Line-Sch Item/Description	Quantity	UOM	Unit Price (ex. VAT)	Line Amount (ex. VAT)	Delivery By

B. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
(1) for:
a. any liquidated damages (to the extent expressly provided for under this Contract);
b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to theContractor¿s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract); c. any interest payable in relation to the late payment of any sum due and payable by the
Contractor to the Authority under this Contract;
d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) wherespecified in the contract;
(3) for death or personal injury caused by the Contractor¿s negligence or the negligence of anyof its personnel, agents, consultants or sub-contractors;
(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
(5) in relation to the termination of this Contract on the basis of abandonment by theContractor;
(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
C. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

This is only a valid order if 'CONDITIONS OF PURCHASE' are either attached or referenced with the purchase order. Fulfilment of this order deems acceptance by the supplier of those terms and conditions, unless specific acceptance is requested. Each package shall be marked clearly with the supplier's name and address. Delivery documentation quoting the Purchase Order Number must be securely fixed to the outside of each package.

Signature

Name: REDACTED under FOI Exemption

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Dstl STANDARD CONDITIONS OF PURCHASE

1 Definitions – in the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;
Business Day means 08:00 to 16:00 Monday to Thursday and 08:00 to 15:00 on Friday, excluding public and statutory holidays;
Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions of this purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;
Contractor means the person, firm or company specified as such in the purchase order;
Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the purchase order;
Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which the Contractor has accepted the order via email confirmation;
Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;
Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Parties means the Contractor and the Authority, and Party shall be construed accordingly;
Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
c. If there is any inconsistency between these terms and conditions or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
   (1) the terms and conditions of this purchase order;
   (2) the documents expressly referred to in the purchase order lines.
d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 13 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

a. Both Parties shall keep in confidence all information received from the other Party under or in connection with the Contract. Neither Party shall disclose any such information to a third Party without the prior written consent of the other Party (which shall not be unreasonably withheld), except where:
   (1) the information is already in the public domain;
   (2) the information is already in the possession of the other Party without restriction as to its disclosure;
   (3) the information is received from a third Party who lawfully acquired it without restriction as to its disclosure;
   (4) the Contractor discloses the information to its employees, agents or sub-contractors to the extent necessary for the performance the Contract, provided that disclosure is subject to similar obligations of confidentiality; or
   (5) either Party can show that any disclosure of information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation, including the Authority's obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information
b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:
   (1) in writing in the English Language;
   (2) authenticated by signature or such other method as may be agreed between the Parties;
   (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
   (4) marked with the number of the Contract; and
   (5) delivered by hand, prepaid post (or airmail), facsimile transmission or by electronic mail.
b. Notices shall be deemed to have been received:
   (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
   (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
   (3) if sent by facsimile or electronic means:
      (a) if transmitted between 09:00 and 16:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
      (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.
b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the purchase order.
c. The Contractor shall ensure that the Contractor Deliverables:
   (1) correspond with the specification;
   (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
   (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the purchase order:
   (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
   (2) the International Maritime Dangerous Goods (IMDG) Code;
   (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
   (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
b. Any relevant certification markings and other prescribed information shall be marked on the packaging in accordance with the relevant Legislation, regulation or policy.
c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

d. Each consignment of the Contractor Deliverables shall be accompanied by a delivery note and be delivered within the hours specified as the Business Day.

11 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

12 Payment

a. Payment for Contractor Deliverables under the Contract shall be due 30 days following receipt of the Contractor Deliverables or the correct invoice, whichever is the later.

b. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

c. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

13 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 13.a. the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

14 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 14.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 14.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

15 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 15 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

16 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.