

PPE SUPPLY AGREEMENT

DATED 29 April 2020

Part A: CONTRACT DETAILS

Contract No:	
Supplier:	Ayanda Capital Limited , a company incorporated in England & Wales with company number 11014884
Supplier's business address:	One Lyric Square, London, England, W6 0NB
Supplier's representative:	██████████
Supplier's VAT number:	GB 313 8555 05
Customer:	The UK Government Department of Health and Social Care ('DHSC')
Customer's address:	39 Victoria Street London SW1H 0EU
Commencement Date:	the date set out in paragraph 3 below
Products:	50 million FFP2/N95 Surgical Facemasks, CE certified to British Standard BS EN 149:2001+A1:2009 (" FFP2/N95 Masks "); and 150 million IIR masks, CE certified to British Standard BS EN 14683:2019 (" IIR Masks "). Each reference to "Product(s)" shall mean the FFP2/95 Mark and/or IIR Mask, as applicable.
Delivery Location:	Shanghai Airport, or such other delivery location in mainland China as agreed in writing by Supplier and Customer, prior to security or customs clearance, for onward transport to the UK.
Delivery Dates:	Products to be delivered in agreed instalments by the corresponding dates set out in Schedule 1 or 2, as applicable
Price:	The price for the Products is set out in Schedule 1 or 2, as applicable

1. This Contract comprises:
 - a. Part A: Contract Details
 - b. Part B: Terms and Conditions
 - c. Schedule 1
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
3. **It is a condition of this Contract that this Contract only comes into effect once the Supplier has confirmed to the Customer in writing that the Supplier has entered into its own supply arrangements with its suppliers (the Commencement Date). If, however, the Supplier has not sent such confirmation (which may take the form of a short email) to the Customer within 3 days of the date set out above, the Contract will automatically be treated as rescinded and the Supplier shall immediately send back to the Customer all sums paid by the Customer to the Supplier in respect of Products intended to be purchased by the Customer if this Contract had come into effect.**

This Contract has been entered into on the date stated at the beginning of it.

Signed by an authorised representative
For and on behalf of
Ayanda Capital Limited

Signature: _____

Print Name: _____

Position: Senior Board Advisor

Signed by an authorised representative
For and on behalf of
The UK Government Department of Health and Social Care (DHSC)

Signature: _____

Print Name: _____

Position: Deputy Director

Part B: TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions:

“Business Day”

a day (other than a Saturday, Sunday or public holiday) when banks in London and China are open for business.

“Commencement Date”

the date the Contract commences, as set out in the Contract Details.

“Confidential Information”

means all confidential information disclosed or made available by one party to the other, including (a) business plans, financial reports, financial data, employee data, forecasts, strategies, pricing, and all other business information; and (b) designs and/or specifications, algorithms, inventions, unpublished patent applications, manufacturing or other technical drawings, diagrams, schematics, technology, process, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys, and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the disclosing party or of third parties to whom the disclosing party has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the receiving party that are based on or contain any of such information, as well as the existence and progress of the purpose.

“Contract”

means this PPE supply agreement between the Supplier and the Customer for the sale and purchase of the Products, which comprises Part A (Contract Details), these Part B Terms and Conditions and the Schedule.

“Delivery Date(s)”

the date(s) specified for delivery or collection of the Products, as set out in the Contract Details.

“Delivery Location”

the address or other location specified for delivery or collection of the Products, as set out in the Contract Details.

“Force Majeure Event”

events, circumstances or causes beyond a party's reasonable control, including an Act of God, flood, fire, war, terrorism, adverse weather, industrial action, national emergency, strike or lock out, failure of supplies of power, fuel, transport, raw materials, equipment or other Products or services and/or any pandemic or epidemic, including Covid-19 or anything similar.

“Law”

the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the supply of the Products, including EU PPE Regulation 2016/425, the Personal Protective Equipment (Enforcement) Regulations 2018 and the Medical Device Regulations 2002.

“Products”

the Products (or any part of them), as specified in the Contract Details.

“Order”

the Customer's order of Products from the Supplier pursuant to this Contract.

“Price”

the purchase price for the Products, as set out in Schedule 1.

“Specification”

Lots 1 and 2 of the Customer’s specification which can be found at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/877387/Specification for Personal Protective Clothing PPE to include Gowns Surgical Face mask Respirator masks Eye Protection Protective Coveralls.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/877387/Specification_for_Personal_Protective_Clothing_PPE_to_include_Gowns_Surgical_Face_mask_Respirator_masks_Eye_Protection_Protective_Coveralls.pdf)

“Terms and Conditions”

these terms and conditions.

1.2 Interpretation:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to writing or written includes email.

2 COMMENCEMENT AND TERM

- 2.1 Subject to the Supplier having provided the confirmation referred to in Part A (Contract Details), this Contract shall be deemed to have commenced on the Commencement Date and continue, unless terminated earlier in accordance with its terms, until the first anniversary of the Commencement Date, when it shall terminate automatically without notice.
- 2.2 It is a condition of this Contract that any sums specified to be paid in advance by the Customer must be received in cleared funds by the Supplier by the date specified in Schedule 1 or as otherwise agreed.

3 ORDER

- 3.1 The Customer agrees to purchase, and the Supplier agrees to supply, the Products in accordance with the terms of this Contract. The parties may agree for the purchase and supply of additional Products, which shall be subject to the same terms as set out in this Contract, unless otherwise agreed.
- 3.2 The Supplier acknowledges to the Customer that the Customer’s requirements for the Products may change during the Term. If the Customer should make any reasonable request for a change to the Products or to this Contract during the Term the Supplier shall consider the request in good faith and act reasonably in doing so.
- 3.3 The parties acknowledge that any variation to the Contract may result in a change to commercial terms such as Delivery Dates and/or the Price but agree that change to the Products or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.
- 3.4 The Supplier shall assign an order number to the Order and notify the order number to the Customer. Each party shall use the relevant order number in all subsequent correspondence relating to the Order.
- 3.5 The Customer is responsible for ensuring that the applicable specification is complete and accurate and that the Products are appropriate for the Customer’s needs. The Customer shall promptly give the Supplier all necessary information and support that the Supplier reasonably requires in order to fulfil the Order.

3.6 This Contract shall govern the supply of the Products that are the subject of the Order, to the exclusion of all other terms and conditions.

3.7 The parties shall act in good faith in all their dealings.

4 STANDARDS

4.1 The Supplier shall ensure that:

- (a) the Products comply with all applicable Law and the Specification;
- (b) the FFP2/N95 Masks carry CE Certification and a Declaration of Conformity to British Standard BS EN 149:2001+A1:2009 (or any other standard acceptable to both parties) ("**Required FFP2/N95 Certification**"); and
- (c) the IIR Masks carry CE Certification and a Declaration of Conformity to British Standard BS EN 14683:2019 (or any other standard acceptable to both parties) ("**Required IIR Certification**").

4.2 Without prejudice to Clause 4.1 any samples, drawings, descriptions or other information or items made available by or on behalf of the Supplier (in the past or future) have been produced for the sole purpose of giving an approximate idea of the Products described in them and shall not form part of the Contract.

5 DELIVERY

5.1 The Products will be delivered to the Customer in instalments in accordance with the Part A Contract Details. Each instalment shall be invoiced by the Supplier, and paid for by the Customer, separately, except as stated in Schedule 1.

5.2 The Supplier shall ensure that:

- (a) each delivery of Products is accompanied by a delivery note that shows the order number, the type and quantity of Products, and, if the relevant Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request.

5.3 In respect of each instalment of the Products, subject to clause 5.5, delivery shall be deemed completed on the Products being made available at the Delivery Location.

5.4 The Customer shall be responsible for arranging the unload and collection of the Products at the Delivery Location on the Delivery Date(s) and arranging for transport of the Products from the Delivery Location to the UK, and for obtaining any and all necessary documents, approvals for export and import clearances.

5.5 Where the Customer (or third party collection agents appointed directly by the Customer from time to time ("**Customer Collection Agents**")) collects the Products, the Supplier shall (subject to any confidentiality obligations set out in this Contract) work directly with the Customer Collection Agents to ensure that they provide necessary support and assistance to the Customer and the Customer Collection Agents in order to arrange such collection, and collection is deemed delivery for the purposes of the Contract.

5.6 The Supplier recognises the importance of the Delivery Dates and agrees in good faith to take all steps reasonably possible to ensure that the Products are ready for collection at the Delivery Location by the relevant Delivery Dates. Due to the severe global impact of Covid-19 and the basis on which the parties have agreed to enter this Contract, the Supplier will not be

responsible for any delays, provided that the Supplier shall, with the cooperation and support of the Customer, to take all steps reasonably possible to mitigate any delay and to regularly communicate with the Customer.

- 5.7 If the Supplier delivers an instalment of Products to the Delivery Location up to and including 10% more or less than the quantity of Products ordered, the Customer may not reject such instalment. The Customer may not cancel or reject an instalment of Products delivered to the Delivery Location because of any delay in delivery in a previous instalment. Once the last instalment has been delivered, the parties will adjust the total contract Price according to the number of Products actually delivered.
- 5.8 The Customer shall visually inspect the Products within a reasonable time following delivery (and in any event with thirty (30) days from delivery) and may, by written notice, reject any Products reasonably found to be damaged, or otherwise not in accordance with Clause 4.1, in any material respect ("**Rejected Products**"). The whole of any delivery may be rejected if a reasonable sample of the Products taken indiscriminately from that delivery is found not to conform in all material respects to the requirements of the Contract.
- 5.9 The Customer may not cancel or reject an instalment of Products delivered to the Delivery Location because of any incorrect or defective Products in a previous instalment.
- 5.10 Without prejudice to the provisions of Clause 5.9, upon the rejection of any Products in accordance with Clause 5.8, the Supplier shall at the Customer's written request, provided that such notice of rejection has been received by the Supplier within the thirty (30) day time period within Clause 5.8, collect the Rejected Products at the Supplier's risk and expense within ten (10) Business Days of issue of written notice from the Customer rejecting the Products and the process at Clause 6 shall apply.
- 5.11 Risk and title in respect of any Rejected Products shall pass back to the Supplier on the earlier of:
- (a) collection by the Supplier in accordance with Clause 5.10; or
 - (b) immediately following the expiry of ten (10) Business Days from the Customer issuing written notification rejecting the Products. If Rejected Products are not collected within ten (10) Business Days of the Customer issuing written notification rejecting the Products, the Customer may return the Rejected Products at the Supplier's risk and expense and charge the Supplier for the reasonable cost of storage from the expiry of ten (10) Business Days from the date of notification of rejection.

6 REMEDY

- 6.1 The Supplier shall, in respect of each Rejected Product, reimburse the Customer for any part of the Price paid to the Supplier in connection with such Product (including any pre-payment or advance payments), unless the Supplier is able, with the Customer's consent (not to be unreasonably withheld or delayed), to arrange a redelivery of the Product that complies with this Contract.
- 6.2 The Supplier shall not be responsible for any failure of a Product to comply with any of the requirements referred to in this Contract where:
- (a) use is made of a Product, including after the Customer has given the Supplier notice of defects;
 - (b) the defect arises due to a failure to follow the Supplier's or manufacturer's instructions as to the storage, unpacking, transportation, use or maintenance of a Product or (if there are none) good trade practice regarding the same;

- (c) the defect arises as a result of the Supplier following any instruction, drawing, design or specification supplied by the Customer;
 - (d) the Customer alters or repairs a Product without the written consent of the Supplier; or
 - (e) the defect arises as a result of fair wear and tear, wilful damage or negligence of the Customer.
- 6.3 Any and all terms implied by Law, custom or trade, including the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 The Supplier acknowledges that the Products are designed to reduce the spread of infection but are not guaranteed to do so.
- 6.5 The remedy provided in this Clause 6 comprises the Customer's sole remedy in respect of any defects in, or other non-compliance relating to, the Products.

7 TITLE AND RISK

- 7.1 Risk in Products shall pass to the Customer on completion of unloading the Products at the Delivery Location.
- 7.2 Title to the Products shall pass to the Customer once the Supplier receives payment in full (in cleared funds) without deduction, set off, or withholding for all Products the subject of this Contract.

8 PRICE AND PAYMENT

- 8.1 The Customer shall pay the Price to the Supplier in accordance with Schedule 1.
- 8.2 The Price and UK Delivery Fee (as defined in Schedule 1) exclude any value added tax (VAT) and duties, where applicable, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate and at the same time as the underlying sum.
- 8.3 Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment:
- (a) the Customer shall pay interest the rate of 2% per annum above the Bank of England base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and
 - (b) the Supplier may suspend its obligations until payment has been made in full.
- 8.5 Each party shall pay all undisputed sums due under this Contract in full without set-off, counterclaim, deduction or withholding.

9 REMEDIES AND LIMITED LIABILITY

- 9.1 Nothing in this Contract shall limit or exclude either party's liability to the other for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of Clause 11.4 (Confidentiality).
- 9.2 Without prejudice to Clause 9.1, neither party shall be liable to the other for:
- (a) any loss of anticipated saving, management time, re-procurement costs; or
 - (b) any indirect or special loss.

9.3 Subject always to clauses 9.1 and 9.2, but notwithstanding anything else in this Contract and without prejudice to the Customer's obligation to pay the Price, the maximum liability of each party under or in connection with this Contract, howsoever arising (whether in contract, tort (including negligence) or otherwise) shall not, in respect of each consignment, exceed a sum equal to the greater of:

- (a) the total Price paid or payable in respect of the Products in that consignment; or
- (b) £5,000,000 (five million pounds).

9.4 Without prejudice to anything else in this Clause 9, each party shall use all reasonable endeavours to mitigate any loss that it may suffer under or in connection with this Contract.

10 TERMINATION

10.1 Either party may terminate this Contract with immediate effect by giving written notice to the other party:

- (a) if the other party commits a material breach of any material term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (b) if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) if the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 The Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 14 days of the due date for payment.

10.3 On expiry or termination, unless otherwise agreed in writing between the parties, the Supplier shall cease all deliveries of the Products. Where the Customer terminates the Contract pursuant to Clause 10.1, the Supplier shall within thirty (30) days of expiry or termination of this Contract, reimburse the Customer for any part of the Price paid to the Supplier in connection with each Product (including any prepayment or advance payments) not delivered at the date of expiry or earlier termination of this Contract.

10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11 GENERAL

11.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. However, the affected party shall notify the other party in writing of the Force Majeure Event as soon as possible and use all reasonable endeavours to mitigate the impact of the Force Majeure Event.

- 11.2 Assignment and other dealings. Neither party shall assign, transfer or charge any or all of its rights or obligations under the Contract without the prior written consent of the other party.
- 11.3 Subcontracting. The Supplier shall remain responsible for any and all acts or omissions of its subcontractors.
- 11.4 Confidentiality:
- (a) Each party shall keep confidential all Confidential Information disclosed to it by the other party and:
 - (i) will not disclose the Confidential Information to any third party;
 - (ii) will not disclose the Confidential Information to its employees unless the employees have a need to know the Confidential Information for the sole purpose of fulfilling its obligations under this Contract;
 - (iii) will use the Confidential Information only for the purpose of fulfilling its obligations under this Contract and will not use it for any third party's benefit; and
 - (iv) will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.
 - (b) The receiving party's obligations under this Contract with respect to particular information do not apply to the extent that:
 - (i) the disclosing party authorises the receiving party in writing to disclose such information;
 - (ii) the receiving party knows such information at the time of disclosure by the disclosing party, free of any obligation to keep it confidential, as evidenced by written records;
 - (iii) such information is or becomes generally known in the relevant industry without fault of the receiving party;
 - (iv) the receiving party independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or
 - (v) the receiving party rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations.
 - (c) Information will be considered to be Confidential Information as defined above and protected under this Contract if it is identified as "confidential" or "proprietary" at the time of disclosure or if the information should reasonably be considered to be proprietary due to its nature or context of its disclosure.
 - (d) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract, provided that they are subject to a duty of confidentiality;
 - (ii) in respect of the Supplier, to its relevant suppliers and advisers in connection with the fulfilment of this Contract and/or to exercise its rights under this Contract; and
 - (iii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (e) No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- (f) Notwithstanding any other provision of this Contract, the Supplier shall not, unless the Buyer has reason to believe, acting reasonably, any fraud has occurred, be required to disclose or provide access to its accounts or any other financial information or any Confidential Information.
- (g) If a Freedom of Information Act or similar request is made by a third party at any time (including after expiry or termination of this Contract), the Customer shall first consult with the Supplier and fairly take into account the Supplier's requests and recommendations, and act in a manner that seeks to balance the commercial and reputational interests of the Customer, its shareholders and directors as well as the interests of the Customer.

11.5 Entire agreement.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

11.6 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.7 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.9 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
 - (i) For Customer, notice will be to the address set out above.
 - (ii) For Supplier, notice will be to the address set out above.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 11.9(a) if sent by pre-paid first

class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.10 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

11.11 Governing law. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of England and Wales.

11.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

**Schedule 1
Respirator Masks FFP2/N95
Delivery Dates, Payment Dates and Price**

1 DELIVERY DATES

May Weekly Consignment Delivery dates	Weekly consignment units
15/05/2020	██████████
22/05/2020	██████████
29/05/2020	██████████
Total	██████████

June Weekly Consignment Delivery dates	Weekly consignment units
02/06/2020	██████████
09/06/2020	██████████
16/06/2020	██████████
23/06/2020	██████████
30/06/2020	██████████
Total	██████████

July Weekly Consignment Delivery dates	Weekly consignment units
07/07/2020	██████████
14/07/2020	██████████
21/07/2020	██████████
28/07/2020	██████████
Total	██████████

TOTAL	██████████
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2 **PAYMENT DATES**

May Payment Date	FFP Invoice Ex-VAT
Within 24 hours of Commencement Date (May Deposit)	██████████
08/05/2020	██████████
15/05/2020	██████████
22/05/2020	██████████
May total	██████████

June Payment Date	FFP Invoice Ex-VAT
26/05/2020 (June Deposit)	██████████
02/06/2020	██████████
09/06/2020	██████████
16/06/2020	██████████
23/06/2020	██████████
June total	██████████

July Payment Date	FFP Invoice Ex-VAT
30/06/2020 (July Deposit)	██████████
07/07/2020	██████████
14/07/2020	██████████
21/07/2020	██████████
July total	██████████

TOTAL FFP2/N95 PRICE	£155,000,000.00
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3 PRICE

3.1 The Price per Product is [REDACTED] exclusive of VAT, taxes and duties (if any).

3.2 The Customer shall pay the Price in accordance with the payment dates set out in the table above.

Schedule 2
Surgical Face Masks Type IIR
Delivery Dates, Payment Dates and Price

1 DELIVERY DATES

May Weekly Consignment Delivery dates	Weekly consignment units
15/05/2020	██████████
22/05/2020	██████████
29/05/2020	██████████
Total	██████████

June Weekly Consignment Delivery dates	Weekly consignment units
02/06/2020	██████████
09/06/2020	██████████
16/06/2020	██████████
23/06/2020	██████████
30/06/2020	██████████
Total	██████████

July Weekly Consignment Delivery dates	Weekly consignment units
07/07/2020	██████████
14/07/2020	██████████
21/07/2020	██████████
28/07/2020	██████████
Total	██████████

2 PAYMENT DATES

May Payment Date	IIR Invoice Ex-VAT
Within 24 hours of Commencement Date (Deposit)	
05/05/2020	
12/05/2020	
19/05/2020	
May total	

June Payment Date	IIR Invoice Ex-VAT
27/05/2020	
02/06/2020	
09/06/2020	
16/06/2020	
23/06/2020	
June total	

July Payment Date	IIR Invoice Ex-VAT
01/07/2020	
07/07/2020	
14/07/2020	
21/07/2020	
July total	

TOTAL IIR PRICE	£97,500,000.00
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3 PRICE

3.1 The Price per Product is [REDACTED] exclusive of VAT, taxes and duties (if any).

3.2 The Customer shall pay the Price in accordance with the payment dates set out in the table above.