

Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

United Kingdom Research and Innovation (UKRI)

XMA Limited
 Wilford Industrial Estate,
 Ruddington Lane Wilford,
 Nottingham,
 NG11 7EP

Tuesday 30th January 2024

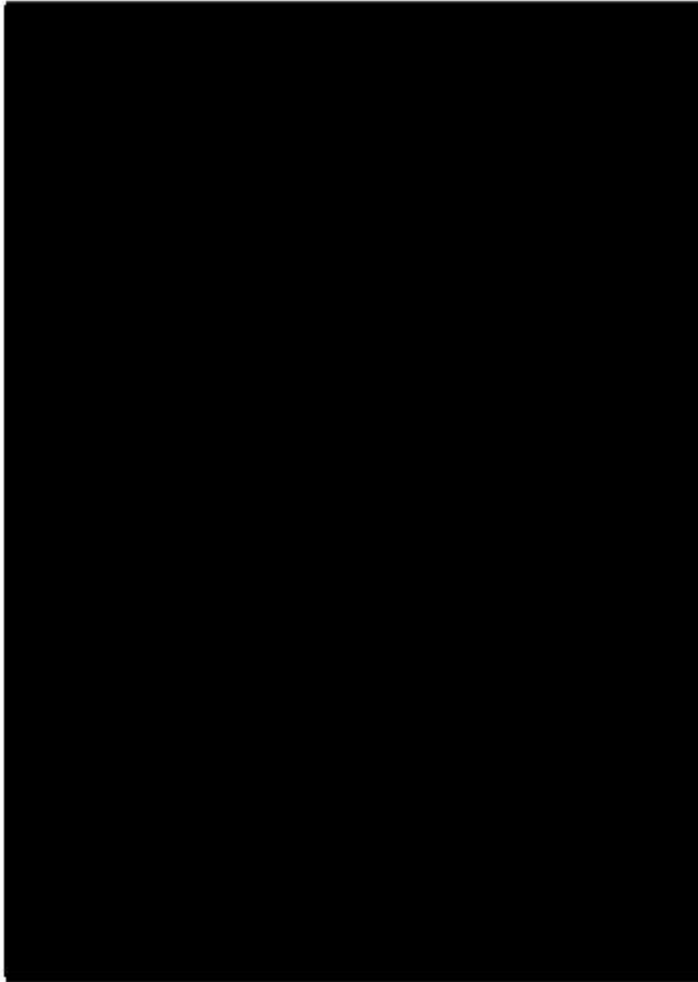
Dear XMA Limited

Call-Off Contract ref. DDaT24068 for the supply of Goods



- Further to the Framework Agreement dated 1st February 2023, we wish to instruct you to supply the Goods described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.
- The particulars of this Call-Off Contract are set out below:

Item	Description			
Order Form Reference:	The Order Form Reference is DDaT24068.			
Parties	Between: (1) United Kingdom Research and Innovation , whose registered office is at Polaris House, North Star Avenue, SN2 1FL (Customer); and (2) XMA Limited (company number 02051703) whose registered office is at Wilford Industrial Estate, Ruddington Lane Wilford, Nottingham, NG11 7EP (Supplier).			
Call-Off KPIs (Cl. Error! Reference source not found.)	Performance Target	Key Indicator	Performance Measure	
	Guarantee to deliver all Goods covered under this Contract within the lead-times specified to member locations throughout the UK.	Delivery of Goods	99% of Goods delivered on time in full	
	Stock availability of products listed in the catalogue throughout	Product Availability	99% of Goods available at all times	

	the Term (of this Contract)		
	Product reliability	Failure rate of Goods under warranty	Less than 1% of Goods provided have reported faults
	Respond to all operational enquiries within four working hours.	Provision of Response	95%
	Invoice accuracy.	Accuracy	95% of all invoices are submitted accurately
	Invoice timeliness.	Timeliness	95% of all invoices are submitted on time
	Reliability of all ordering systems utilised under this Contract including online ordering system, telephone, email.	Availability and Down Time	Ordering systems are reliable 97% of the time during the Term (of this Contract) (excluding pre-notified maintenance periods)
Charges (Cl.1.1)	The Charge(s) for this Order is: £460,000.00 (Four Hundred and Sixty Thousand pounds) excluding VAT. Goods are 'built to order and non cancellable non refundable.		
Access Date (Cl.1.1)	Not Applicable		
Adjustments to the Charges (Cl.1.1)	The Charge(s) are fixed for the duration of this Call-Off Contract.		
Contract End Date (Cl. Error! Reference source not found.)	Means: <ul style="list-style-type: none"> Tuesday 30th March 2024 		
Customer Liability Cap (Cl. 1.1)	Means 100% of the Charges of this Call-Off Contract.		
Delivery Date(s) (Cl. Error! Reference	The Supplier shall deliver the Goods by the following date(s): <ul style="list-style-type: none"> Tuesday 30th March 2024 		

source not found.)	
Defects Rectification Period (Cl. Error! Reference source not found.)	In respect of the Goods to be supplied under this Call-Off Contract, the period ending 12 (twelve) months after the Contract End Date, or in respect of any Goods that are repaired or replaced under Clause Error! Reference source not found. of the Call-Off Terms and Conditions, the period ending 12 (twelve) months after replacement of such Goods.
Goods (Cl. Error! Reference source not found.)	<p>The Goods to be supplied under this Call-Off Contract are as follows:</p> 

Installation Date (Cl. Error! Reference source not found.)	Not Applicable
Premises (Cl. Error! Reference source not found.)	The Goods are to be delivered to LMB MRC Laboratory of Molecular Biology - Cambridge Biomedical Campus, Francis Crick Ave, Trumpington, Cambridge CB2 0QH
Services (Cl. Error! Reference source not found.)	Not Applicable
Software (Cl. Error! Reference source not found.)	Not Applicable
Software Specification (Cl. Error! Reference source not found.)	Not Applicable
Software Warranty Period (Cl. Error! Reference source not found.)	Not Applicable
Services Commencement Date (Cl. Error! Reference source not found.)	Not Applicable
Services End Date (Cl. Error! Reference source not found.)	Not Applicable

Supplier Liability Cap (Cl. 1.1)	Means 125% of the Charges of this Call-Off Contract.
Instalments (Cl. Error! Reference source not found.)	Not Applicable
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To:  In the case of the Supplier: To: 
Data Protection Particulars (Schedule 4)	Not Applicable

- 3 This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.
- 4 For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.
- 5 Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.
- 6 You must not make any amendments to the Call-Off Terms and Conditions.
- 7 Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.

Yours faithfully



for and on behalf of the **CUSTOMER**

Accepted and acknowledged by:



for and on behalf of **SUPPLIER**

Name:

[REDACTED]

Designation:

[REDACTED]

Date:

[REDACTED]

Name:

[REDACTED]

Designation:

[REDACTED]

Date:

[REDACTED]