

**SUPPLY CHAIN COORDINATION LIMITED
AGREEMENT FOR THE SUPPLY OF PRODUCTS (“Agreement”)**

Supply Chain Coordination Limited (SCCL)	Wellington House, 133-155 Waterloo Road, London SE1 8UG
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This Agreement is made on the date of this Agreement set out below subject to the terms set out in the schedules listed below (“**Schedules**”). SCCL and Customer (as referred to below in the Confirmation of agreement) undertake to comply with the provisions of the Schedules in the performance of this Agreement.

Customer will purchase certain products from SCCL on the basis of the terms of this Agreement.

Schedules

Schedule 1	Key Provisions
Schedule 2	General Terms and Conditions

Confirmation of agreement	<p>By completing the details below and checking the acceptance box, you, as the Customer, are entering into a legally binding agreement with SCCL on the terms set out in this Agreement. Once accepted, these terms and this Agreement shall apply to all Products (as defined in clause 2.1 of Schedule 1) ordered by the Customer from SCCL from time to time from the date of this Agreement below.</p> <p>Customer:</p> <p><u>Acceptance Box:</u></p> <p><input type="checkbox"/> By checking this acceptance box, I confirm: (1) that I have read Schedules 1 and 2 as referred to above; (2) that I am a duly authorised representative of the Customer for purposes of entering into this Agreement with SCCL on behalf of the Customer; and (3) the Customer accepts the terms of this Agreement set out in Schedules 1 and 2 and hereby enters into this Agreement with SCCL on those terms.</p> <p>Name:</p> <p>Position:</p> <p>Date of this Agreement:</p>
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Schedule 1

Key Provisions

1 Commencement and Term

- 1.1 This Agreement shall be effective from the date of this Agreement (the “**Commencement Date**”) and shall continue to remain in force until terminated by either party on giving no less than thirty (30) days prior written notice to the other.
- 1.2 Clause 1.1 of this Schedule 1 is subject to the express rights of earlier termination contained elsewhere in this Agreement.

2 The Products to be supplied by SCCL

- 2.1 For the purposes of this Agreement, “products” shall mean any products supplied directly to the Customer by SCCL (“**Products**”), as referred to in the latest version of the Supply Chain Customer Guide (<https://wwwmedia.supplychain.nhs.uk/media/UG-Customer-Guide-13-March-2020.pdf>) (“**Customer Guide**”), as may be updated from time to time by SCCL. For the avoidance of doubt, for the purposes of this Agreement, “Products” shall not include any items purchased by the Customer directly from Suppliers under a Direct Framework contract (as referred to in the Customer Guide) or any products that are the subject of separate contractual arrangements entered into in writing between the Customer and SCCL that expressly exclude the application of the terms of this Agreement.
- 2.2 With effect from the Commencement Date, any and all Products ordered by Customer from SCCL and supplied by SCCL to Customer shall be supplied on the terms of this Agreement to the exclusion of:
- 2.2.1 any other terms that Customer seeks to impose or incorporate; or
- 2.2.2 any other terms which are implied by law, trade custom, practice or course of dealing.
- 2.3 The General Terms and Conditions set out in Schedule 2 shall form an inseparable part of this Agreement and shall apply to the supply of the Products by SCCL hereunder.

3 Customer’s Obligations

- 3.1 During the term of this Agreement, Customer hereby undertakes to SCCL:



- 3.1.1 to comply with the Customer Guide (for example, to include, without limitation, as to the return of any roll-cages);
- 3.1.2 to pay all invoices raised by SCCL for the Products in accordance with the invoicing arrangements set out in the Customer Guide; and
- 3.1.3 not to disclose the commercial details of pricing and volume commitments to any third party.

4 Commercial Arrangements and Further Co-operation

4.1 In addition to the specific obligations set out elsewhere in this Agreement, SCCL and Customer agree during the term of this Agreement to:

- 4.1.1 act in good faith and co-operate with each other and take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable each party to fulfil its obligations under this Agreement and to benefit from its terms;
- 4.1.2 promptly inform the other of all changes in its businesses which may impact on the performance of this Agreement; and
- 4.1.3 meet on a regular basis to review the operation of this Agreement.

4.2 Customer acknowledges that SCCL may formally present any savings arising from this Agreement for accreditation towards the overall savings objectives of SCCL (using any savings methodology as may be determined by SCCL from time to time), and Customer hereby consents to this.



Schedule 2

General Terms and Conditions

1 Interpretation

- 1.1 All terms defined in any provision of this Agreement shall have the same meaning throughout this Agreement and in any Contracts unless expressly stated otherwise.

2 Orders

- 2.1 An order from Customer for Products to be supplied by SCCL (an “**Order**”) shall be placed by the Customer in accordance with the Customer Guide, which shall create an Order contract (“**Contract**”) at the point the Order is placed with SCCL. If SCCL cannot fulfil an Order for any reason, SCCL may cancel that Order by giving as much notice as reasonably practical to that effect to the Customer. Where SCCL cancels an Order, the Contract relating to that Order shall automatically terminate from the date of such cancellation and SCCL shall have no further liability to the Customer in respect of such cancelled Order.
- 2.2 The prices for any Products are subject to change as referred to in the Customer Guide.

3 Invoicing and Payment Terms

- 3.1 The invoicing and payment terms in relation to all Products shall be as referred to in the Customer Guide. Unless otherwise stated in the Customer Guide, all charges are exclusive of value added tax and any other tax, duty or fee imposed from time to time by any government or other authority and are subject to the addition of value added tax and such other tax, duty, fee or charges at the appropriate rate.
- 3.2 If any sum payable under this Agreement or any Contract is not paid on the due date for payment, save where such sum has been disputed in writing, the party in default shall pay to the other interest on such sum at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment (whether before or after judgement), such interest to accrue on a daily basis provided that this right shall not prejudice any other right or remedy in respect of any such sum.
- 3.3 The Customer reserves the right to set-off:
- 3.3.1 any monies due to SCCL from the Customer as against any monies due to the Customer from SCCL under this Agreement and any Contracts; and



3.3.2 any monies due to the Customer from SCCL as against any monies due to SCCL from the Customer under this Agreement and any Contracts.

4 Confidentiality

4.1 In the preparation, administration and performance of the supply of the Products, SCCL will have access to and may acquire information concerning Customer's business. In addition, Customer may acquire information concerning SCCL's business and that of its other customers.

4.2 Subject to the exceptions listed in clause 4.3 of this Schedule 2, the Customer and SCCL undertake not to use or disclose, and shall each impose on their respective employees an obligation not to disclose, to any third party any information (in whatever form) or document which may be acquired by them as to any of the following relating to the other party or to any customers or suppliers of the other party:

4.2.1 its financial position or performance;

4.2.2 its work methods, know-how, trade secrets, organisation or practices, or pricing and pricing strategies;

4.2.3 its products, plans or business proposals; or

4.2.4 any other information notified by other party as being confidential.

4.3 The restrictions contained in this clause 4 of this Schedule 2 shall not apply to any information, know how or material:

4.3.1 which at the time when the disclosure is made, is already in the public domain, or subsequently comes into the public domain other than by breach of this Agreement or of any other agreement between Customer and SCCL;

4.3.2 whose disclosure has been approved expressly by the party to whom such information, know how or material relates;

4.3.3 whose disclosure is strictly necessary for the preparation of and proper operation of this Agreement,

4.3.4 when its disclosure is required by law;



4.3.5 if the party in receipt of the information, know-how or material can show that it was already known to it prior to disclosure occurring during the course of exchanges between SCCL and Customer; and

4.3.6 which SCCL or the Customer is required to disclose in accordance with any relevant government policies.

4.4 Customer acknowledges that it is aware that SCCL is under similar obligations of confidentiality under agreements with its other customers and suppliers and without prejudice to the generality of the foregoing provisions of this clause 4 of this Schedule 2, Customer undertakes not to use or disclose to any unauthorised person any confidential information concerning or connected with or belonging to any such other customer or supplier of SCCL.

5 Law and regulation

5.1 SCCL and the Customer shall comply with any laws and regulatory requirements, as may be applicable to them in relation to any Products supplied under this Agreement or any Contracts.

6 Data Protection

6.1 Both parties agree to comply with all relevant provisions of the Data Protection Act 2018 as amended and revised from time to time.

7 Products

7.1 SCCL reserves the right to amend the description or specification of the Products from time to time (to include, without limitation, if required by any applicable statutory or regulatory requirements).

8 Delivery

8.1 SCCL shall deliver the Products to the Customer, as referred to in the Customer Guide.

8.2 Any dates and times quoted for delivery are not of the essence, but SCCL will use its reasonable endeavours to deliver within such quoted dates and times.

8.3 SCCL shall not be liable for any delay in delivery of, or failure to deliver, the Products that is caused by a Force Majeure event or Customer's failure to provide SCCL with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.



9 **Quality**

9.1 SCCL warrants that on delivery the Products shall:



- 9.1.1 conform in all material respects with their description and any applicable specification; and
- 9.1.2 be of satisfactory quality.
- 9.2 Subject to Clause 9.3 of this Schedule 2, if:
 - 9.2.1 Customer gives notice in writing or by telephone to SCCL promptly at the time of discovery that some or all of the Products do not comply with the warranty set out in Clause 9.1 of this Schedule 2;
 - 9.2.2 SCCL is given a reasonable opportunity of examining such Products; and
 - 9.2.3 Customer (if asked to do so by SCCL) returns such Products to such place as SCCL notifies (at Customer's cost unless the Products prove to not conform with such warranty or as otherwise agreed by SCCL);
SCCL shall repair or replace the defective Products or refund the price of the defective Products in full, as may be agreed with the Customer at the time.
- 9.3 SCCL shall not be liable for the Products' failure to comply with the warranty set out in Clause 9.1 of this Schedule 2 in any of the following events:
 - 9.3.1 Customer makes any further use of such Products after giving notice in accordance with Clause 9.2;
 - 9.3.2 the defect arises because Customer failed to follow SCCL's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Products or (if there are none) good industry practice regarding the same;
 - 9.3.3 the defect arises as a result of SCCL following any drawing, design or specification supplied by Customer;
 - 9.3.4 Customer alters or repairs such Products without the written consent of SCCL;
 - 9.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 9.3.6 the Products differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.



- 9.4 Except as provided in this Clause 9 of this Schedule 2 and subject to Clause 12.2 of this Schedule 2, SCCL shall have no liability to Customer in respect of the Products' failure to comply with the warranty set out Clause 9.1 of this Schedule 2.
- 9.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6 These Conditions shall apply to any repaired or replacement Products supplied by SCCL.
- 9.7 SCCL shall use its reasonable endeavours to pass to Customer the benefit of any warranty and/or indemnity SCCL receives from its suppliers relating to the Products.

10 Title and Risk

- 10.1 The risk in the Products shall pass to Customer on completion of delivery.
- 10.2 Title to the Products shall not pass to Customer until SCCL receives payment in full (in cleared funds) for:
- 10.2.1 the Products; and
- 10.2.2 any other Products that SCCL has supplied to Customer in respect of which payment has become due.

For the avoidance of doubt, the price for any Products used by the Customer before title passes to the Customer may be recovered as a debt by SCCL in the event of any non-payment by the Customer in relation to such used Products.

- 10.3 Until title to the Products has passed to Customer, Customer shall:
- 10.3.1 not resell the Products;
- 10.3.2 store the Products so that they remain readily identifiable as SCCL's property;
- 10.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured (or protected under appropriate risk pooling arrangements) against all risks for their full price from the date of delivery;
- 10.3.4 notify SCCL immediately if it becomes subject to any of the events listed in Clause 11.1.2 to Clause 0 of this Schedule 2; and



- 10.3.5 give SCCL such information relating to the Products as SCCL may require from time to time.
- 10.4 If, before title to the Products passes to Customer, Customer becomes subject to any of the events listed in Clause 11.1.2 to Clause 0 of this Schedule 2, then, without limiting any other right or remedy SCCL may have:
- 10.4.1 SCCL may at any time:
- (i) require Customer to deliver up all Products in its possession that have not been irrevocably used or incorporated into another product; and
 - (ii) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Products are stored in order to recover them.

11 Termination

- 11.1 Without limiting its other rights or remedies, either party shall be able to terminate this Agreement (or any individual Contract then not completely performed) with immediate effect by written notice served on the other party:
- 11.1.1 if the other party commits a material breach of the terms of this Agreement or any Contract and in the case of such material breach being capable of remedy, does not remedy the same within 14 days of receiving written notice from the non-defaulting party specifying the nature of the material breach and requiring it to be remedied;
- 11.1.2 the other party takes any step or action in connection with its entering insolvency, 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 11.1.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or



- 11.1.4 the other party's financial position deteriorates to such an extent that in the first party's opinion the other party's capability to adequately fulfil its obligations under this Agreement or any Contract has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, SCCL may suspend provision of the Products under a Contract or any other contract between Customer and SCCL if:
- 11.2.1 Customer becomes subject to any of the events listed in Clause 11.1.2 to Clause 0 of this Schedule 2, or SCCL reasonably believes that Customer is about to become subject to any of them; or
- 11.2.2 Customer fails to pay any amount due under this Agreement or any Contract on the due date for payment.
- 11.3 Without limiting its other rights or remedies, SCCL may terminate any Contract with immediate effect by giving written notice to Customer if Customer fails to pay any amount due under the Contract on the due date for payment.
- 11.4 On termination of this Agreement or any Contract for any reason Customer shall immediately pay to SCCL all of SCCL's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, SCCL shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.5 Termination of this Agreement or any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.6 Any provision of this Agreement or any Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement or such Contract shall remain in full force and effect.

12 **Liability**

- 12.1 The restrictions on SCCL's liability to Customer in this clause 12 of this Schedule 2 apply to every liability arising under or in connection with this Agreement and any Contract, including liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise.
- 12.2 Nothing in this Agreement or any Contract shall exclude or restrict SCCL's liability for death or personal injury caused by its negligence or for any other matter for which it would be illegal for SCCL to exclude or limit its liability by operation of law.



- 12.3 Subject to clause 12.2 and 12.4 of this Schedule 2, SCCL's total liability to the Customer in connection with each Contract shall not exceed the total price of the Products subject to such Contract (although this limit shall exclude any liability to the extent it is covered under any insurance compulsorily required to be maintained by SCCL under law).
- 12.4 Subject to clause 12.2 of this Schedule 2, SCCL shall have no liability for:
- 12.4.1 any loss of profit, loss of income, loss of revenue, loss of sales, loss of business, loss of goodwill or reputation, loss of anticipated savings, third party claims, management costs and expenses, administrative costs and expenses, staff time costs and expenses, third party costs and expenses including such third party costs and expenses as may be incurred by the Customer, or pure economic loss (in each case whether direct or indirect);
 - 12.4.2 for any indirect or consequential loss;
 - 12.4.3 the accuracy of information and data supplied by Customer nor for the consequences of relying on such information to the extent that such information is inaccurate or misleading; or
 - 12.4.4 for any act or omission of Customer, its suppliers, its service users, customers or agents.
- 12.5 Subject to clause 12.2 of this Schedule 2 and save to the extent set out in clause 9 of this Schedule 2, SCCL shall have no liability whatsoever for the state or condition of any Products supplied in accordance with this Agreement or any Contract, or for any damage or claims arising therefrom.

13 **Dispute Resolution**

- 13.1 Subject to clause 13.2 of this Schedule 2, if any dispute arises out of or in connection with this Agreement or any Contract, before commencing litigation the parties shall first seek to resolve the dispute amicably by escalation in accordance with the following management levels:
- 13.1.1 Regional lead of equivalent;
 - 13.1.2 Director or equivalent; and
 - 13.1.3 CEO or equivalent.

Respective representatives at each level shall have seven (7) calendar days at each level during which they will use their reasonable endeavours to resolve a dispute



(that one party may have notified to the other) before escalating the matter to the next levels until all levels have been exhausted. Once all such levels have been exhausted, a party shall not commence legal proceedings in relation to such dispute before giving the other party seven (7) calendar days written notice of its intention to do so.

13.2 Nothing in this Agreement or any Contract shall prevent either party:

13.2.1 taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with this Agreement or any Contract; or

13.2.2 seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that party or that relates to the health and safety of any persons or the security of confidential information, pending resolution of the relevant dispute.

14 Force Majeure

14.1 Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other in any manner whatsoever for any failure, partial failure or delay in performing its obligations under this Agreement (other than breach of an obligation to make payment of any sums due under this Agreement or any Contract) to the extent that the same is caused by Force Majeure. For the purposes of this Agreement and any Contract “**Force Majeure**” means, in relation to either party, any circumstances beyond the reasonable control of that party.

14.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. However, the Customer shall only be required to pay for Products actually received and may cancel any Orders that are delayed beyond an agreed reasonable period of time due to any event of Force Majeure.

15 Safe Working

15.1 Notwithstanding any other provision of this Agreement, if SCCL considers that any premises of the Customer which any person is to enter in connection with any part of this Agreement or Contract is unsafe then SCCL may inform Customer and may refuse to enter such premises or perform such part of the Agreement or Contract and Customer shall indemnify and keep indemnified SCCL from any claim made by any person or party which arises in connection with any premises of the Customer being unsafe or the performance of any part of the Agreement or Contract on any such premises being unsafe and any losses, damages, costs, expenses and liabilities incurred by SCCL in connection with any such claim.



16 **General**

16.1 **Assignment and Sub-Contracting.** Customer shall not transfer, assign, novate, or sub-contract the performance of any or its rights or obligations under this Agreement or any Contract to any third party without the prior express written consent of SCCL, such consent not to be unreasonably withheld or delayed. SCCL may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Agreement or any Contract and the Customer warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal.

16.2 **Representations, Entire Agreement and Variation.**

16.2.1 This Agreement and any document referred herein constitutes the entire agreement between the parties in relation to the subject matter defined herein and supersedes all prior contracts, agreements, and understandings between the parties relating to the same subject matter.

16.2.2 The parties intend this Agreement to be a complete statement of the terms of their agreement, and no change, variation or modification of any of the provisions of this Agreement or any Contract will be effective unless it is made in writing and signed by duly authorised officers of the parties.

16.2.3 Each party acknowledges that in entering into this Agreement and any Contract it is not relying upon any representation, warranty, promise or assurance made or given by the other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement or the date of such Contract which is not expressly set out in this Agreement or such Contract, provided that neither this nor anything else in this Agreement or any Contract shall exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by that party prior to the date of this Agreement or such Contract.

16.3 **Waiver.**

16.3.1 The failure or delay by either party in exercising any right, power or remedy of that party under this Agreement or any Contract shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under this Agreement or any Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.



- 16.3.2 Any waiver of a breach of, or default under, any of the terms of this Agreement or any Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement or any Contract.
- 16.4 **Contracts (Rights of Third Parties) Act.** Save as expressly stated otherwise in this Agreement, the parties to this Agreement or any Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 16.5 **Severability.** If any provision of this Agreement or any Contract is ruled by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision shall be deleted and will not invalidate any other provisions of this Agreement or such Contract, which shall remain in full force and effect.
- 16.6 **Governing Law and Jurisdiction.** This Agreement and any Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales. Subject to Clause 13 of this Schedule 2, 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 Agreement and any Contract or their subject matter or formation.

