Andrew Hall Commercial team Commercial Services I SAT D Ground Floor, Building 5 Dstl Porton Down Salisbury Wiltshire SP4 0JQ T +44(0)1980 658263 F +44(0)1980 658400 ahall@dstl.gov.uk www.dstl.gov.uk Dstl is part of the Ministry of Defence

Novel Defence Engineering 14 Ash Grove Chatteris Cambridgeshire PE16 6NL

Attn: Matthew Yong

Our ref: DSTLX1000073769 Your ref: CDE 27399

Date: 5th September 2012

Dear Sirs



Centre for Defence Enterprise Proposals Contract No. DSTLX1000073769 Small Rugged Blood Fridge

- 1. You are hereby informed of the Department's requirement, reference DSTLX1000073769 and you are invited to accept the offer of the Contract, details of which are set out in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the contract terms and conditions which will take effect upon acceptance by you of the Department's offer. This includes a new Government-wide initiative to cover Transparency, Clause 12 please also note for Defcons 516 and 521 that there has been a change of title and edition reference.
- 2. If you wish to accept this offer, will you please complete and sign the enclosed Acceptance of Offer of Contract (DEFFORM 10) and return it to the Department at the address shown above by post within 30 days of the date of this Letter of Offer. Your Acceptance of the Department's offer must be unqualified. If you do not accept the Department's offer within the period specified, then the Department's offer shall lapse.
- 3. No contract will come into existence until you have accepted the Department's offer in accordance with paragraph 2 above. Accordingly, the Department shall not be responsible in any way whatsoever
 - (i) for any work undertaken by you; nor
 - (ii) for any costs incurred by you

prior to your unconditional acceptance of the Department's offer.

- 4. When you have accepted the Department's offer in accordance with paragraph 2 above, you should proceed with the performance of the Contract.
- 5. Where no price is stated in the price column of the Schedule of Requirements:
 - (a) You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to facilitate pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis will normally show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.

- (b) Amounts in respect of work placed with subsidiary companies or firms must be separately identified. Any other relevant information or explanations, e.g. of amounts included for contingencies, must also be separately identified and explanations given. In particular, if the wage rates or overhead rates are not those last agreed with the Department, an explanation must be given of the basis on which they have been calculated.
- 6. Nothing contained in this Letter of Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of contract which may have been referred to orally or in writing in any previous discussion or correspondence.
- 7. SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL

As a signatory to the Montreal Protocol on substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Annex A to this letter are contained in the Articles, which are the subject of this Offer of Contract. Accordingly you must provide, with your acceptance of this offer a list specifying:

- a. all substances listed at Annex A (adopting the nomenclature used therein) contained in the Articles (including the packaging thereof, whether or not specified in the contract),
- b. the quantity of each of the substances at Annex A contained in the Articles, and
- c. where in the Articles (including packaging) the substances listed at Annex A are contained,

or

d. confirm that you have a "NIL RETURN" in respect of a, b and c above.

Yours faithfully

Andrew Hall

Programme Office Commercial

Acceptance of Offer of Contract

To: Andrew Hall, Commercial Services Department, Building 5, Room G02, Dstl Porton Down, Salisbury, SP4 0JQ

We acknowledge receipt of your Department's Letter of Offer reference DSTLX1000073769 dated 5th September 2012 with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

Where the work to be performed under the contract will not be wholly carried out at our premises situated at the address below, details of where the work will be carried out are specified in the "other work" box.

We agree that the contract shall be subject to English Law (DEFCONs 529 and 530) unless we here state a preference for Scots Law (DEFCONs 529a and 530a).

-					
Si	~	m	^	~	ı
U	u	11	c	u	١.

Name (BLOCK CAPITALS)
DE. MATTHEW YORG

Signature of this DEFFORM constitutes acceptance of the Ministry's offer, thereby creating a legally binding contract

In the capacity of:

DIRECTOR

(eg Director, Manager, Company Secretary etc)

Duly authorised to sign contracts for and on behalf of:

NOVEL DEFENCE ENGINEERING

Dated this9.........day of

SEPTEMBER (month)

Address: 14 ASH GROVE CHATTERIS CAMBS, PEIG BNL

Telephone: 01354 694 919

Fax:

(If Scots Law is to apply please sign below.)

We require that Scots Law shall apply to the

Contract

(Signed)

Nature of other work	By whom performed	Address	Place of work (if other than address)
PLECTRONIC DESIGN SERVICE SUPPORT	FEN TECHNOLOGY LTD.	4 OAKINGTON BUSINESS PARK, DRY DRAYTON ROAD, OAKINGTON, CAMBROGE CB24 3DQ	
MECHANICAL PART MANUFACTURE & WORKSHOP	PETER COLMAN	BATESWAY HOUSE BATESWAY UPPER LONGDON RUGELEY STAFFS. WS15 1PX	

Montreal Protocol Substances

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)
CFC-211
CFC-12(dichlorodifluoromethane)
CFC-212
CFC-13
CFC-111
CFC-214
CFC-112
CFC-215
CFC-113 (trichlorotrifluoroethane)
CFC-216
CFC-114 (dichlorotetrafluoroethane)
CFC-217
CFC-115 (chloropentafluoroethane)

The above substances are also used in blends: e.g. CFC-500 (CFC-12/HFC-152a) CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.
Halon-1211 (bromochlorodifluromethane - BFC)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CHFBr₂	$C_2 H_2 F_2 Br_2$	C₃ HF₄ Br₃	C ₃ H ₃ F ₂	₂ Br₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C 3HF5 Br2	C ₃ H ₃ F ₃	3 Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄	₊ Br
_	$C_2 H_3 F_2 Br$	C ₃ H ₂ F	Br₅	C ₃ H ₄ FBr ₃
C₂ HFBr₄	C ₂ H ₄ FBr	$C_3 H_2 F_1$	₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F	3 Br3	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ HFBr ₆	C ₃ H ₂ F.	₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F	₅ Br	$C_3 H_5 F_2 Br$
C ₂ H ₂ FBr ₃	C_3 HF $_3$ Br $_4$	C₃ H₃ F	Br₄	C₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCI ₄) - Production has stopped. 1,1,1-TRICHLOROETHANE (C₂ H₃ CI ₃) - Production has stopped. METHYL BROMIDE (CH₃Br) - Production limits apply.

MINISTRY OF DEFENCE

Contract No: DSTLX1000073769 (to be quoted on all correspondence)

Contractor's Address:
Novel Defence Engineering
14 Ash Grove
Chatteris
Cambridgeshire
PE16 6NL

Issued with covering letter on: 5th September 2012

SCHEDULE OF REQUIREMENTS

For

Centre for Defence Enterprise -Small rugged blood fridge

Item No	Description	Firm Price (excluding VAT)
1	Conduct a study into Small rugged blood fridge in accordance with Condition 2 of the Contract terms and conditions.	£20,460.00

CONDITIONS OF CONTRACT

The Contract is subject to the terms and conditions detailed overleaf