

**Purchase: PO020968****02/09/2019****To:**

Bagco Ltd
3 Churchill Court
Horton's Way
Westerham
Kent
TN16 1BT,

Deliver To:

Ella Helps
Verb Brands Limited
5th Floor
78 Chamber Street
London
E1 8BL

Date: 02/09/2019**Title:** Promotional Products

Description	Qty	Price Ea	Total
Snowdown' 3oz Cotton Tote Bag			
SKU: BAGCO-B9221	100	£1.240	£124.00
Includes Printed One Colour - Two Position			
Print Setup (Origination)	1		£50.00
Delivery/Carriage	1		£10.00
Delivery Date 13/09/2019			
			TOTAL £184.00

Vat Number: GB 991307996

Terms & Conditions

1. Terms and Conditions apply to all orders and supersede all others. Receipt of acknowledgment of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you. Where the term "Company" is used this will represent Charles Alexander Distribution Ltd.

2. Payment Terms - Pro forma invoices are due for payment immediately once artwork has been approved. Production of orders will not begin until the invoice has been paid in full OR an official purchase order is provided which is subject to satisfactory checks. A delay in payment will delay the production and therefore the delivery of the goods. Customers will be notified if the goods can go into production when a purchase order has been provided and then payment would be required before the goods can be dispatched.

3. Approved accounts - Payments are required 30 days from receipt of the goods, unless we have negotiated and agreed special settlement terms in writing. Please note that new credit accounts are only available at the Directors' discretion once a completed credit account form has been returned.

Customers that have a 30-day account, please note, on rare occasions when overseas suppliers are used we may require pre-payment to get the goods into production. This will be subject to the size of the order and you will be notified of this from the accounts team.

4. Passing of title and risk - The risk of the goods shall pass to you on delivery. All goods, delivered or not, remain our property until payment is received in full. Until such time as payment in full is made, you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these terms and conditions and we shall be entitled upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable licence to enter your premises for the said purpose.

5. Products - We reserve the right to alter any details or design of products illustrated without prior notice. While every effort is made to describe our goods accurately on sales literature, email and the website, no warranty is given as to accuracy and no responsibility will be accepted for error or mis-description and any resulting loss.

6. Quotations and contracts - Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you. All quotations are valid at the time of quoting error and omissions excluded.

7. Prices - Where applicable all prices are subject to VAT at the current rate. Prices quoted on this website are guide prices only subject to viewing final artwork. Once artwork and full specifications have been finalised, a quotation price will be confirmed.

8. Delivery and lead times - Every effort will be made to deliver on time, but any delivery day or lead-time specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery. Special rush deliveries can usually be arranged but will usually be subject to additional charges (e.g. rush print charges and rush delivery charges) that will be charged to you at current commercial rates. Lead times will be deemed to commence at the date and time that the Company receive in writing, "signed off" approval of the artwork that the Company supplied to the client.

9. Quantity variations - We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. Claims - Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within five days of delivery. All claims with regard to the quality or quantity of the goods shall be made in writing to us, so as to reach us within five days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with the terms of the contract. You must examine all goods delivered at the time of delivery and confirm receipt.

We shall not be liable for any loss or damage caused to the goods in transit unless loss or damage is noted at the time of delivery. Claims in respect of non-delivery must be made in writing so as to reach us within 4 days from receipt of our invoice.

11. Liability - Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedures set out in 7. Nothing in these terms and conditions shall affect the right of a consumer.

12. Cancellation charges - A charge will be made on all cancelled orders, together with the charge for all work carried out up to the date of written cancellation. Cancelled and/or returned orders will be subject to a re-stocking fee at 45% of the original paid price for the goods.

13. Foodstuffs, Liquids and Drinkware - In the interest of hygiene and contamination, no returns will be accepted for plain stock goods in these categories. Our standard returns policy stands for branded stock.

14. Overdue cheques - No goods will be delivered on accounts that remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above the Barclays Bank PLC base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you. We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or court proceedings.

15. Artwork and printing - All artwork and printing charges will be levied where necessary unless previously stipulated by us. Where applicable the prices shown include artwork, printing one colour one position, for additional print colours and positions of printing, prices are shown for quantities other than those listed please use the quick quotation form to obtain an exact quotation or contact via telephone, fax or email.

16. Changes to artwork - In order to print efficiently from the artwork you supply, it may be necessary to adjust or redraw your artwork. You will be advised of the changes made. No printing will take place until the Company has received in writing your "signed off" approval of the artwork. In order to sign off your artwork we will send you an artwork approval form via email illustrating how your artwork will look on your chosen product. This MUST be checked thoroughly and signed off. The job will not commence until we have received in writing this signed off approval. You must notify us of any discrepancy in the artwork or order as we DO NOT accept any liability of any post-completion errors or omissions.

17. Colour variations - Due to the variety of materials and the imprinting processes utilised by the Company and its suppliers, no guarantee can be given to match exactly Pantone numbers or colour samples provided by the client. The Company will endeavour to match as closely as possible to these colour references but cannot be held liable for any further costs that may arise.

18. Force majeure - We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising out of any cause outside our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability to you.

19. Customs and overseas deliveries - For all our overseas deliveries we only use well known carriers including UPS, DHL and Fedex. Even though we do our best to include all custom charges there may be times that the country of origin will require the receiver to pay these charges for goods to be released. If you are outside of the UK and place an order with any of Charles Alexander Distribution Group websites, you are confirming that you are aware there is a chance of extra fees and that Charles Alexander Distribution is not liable for these costs and any delay that may be caused due to this. Please note that we will always help our clients in resolving any customs issues to the best of our ability, however sometimes depending on the country this can only be resolved locally.