

PURCHASE ORDER

Bagco Limited
Bullhouse Mill
Lee Lane
Penistone
Sheffield
S36 9NN
UK

Date : 09/09/2019
Order Required by : 19/09/2019
Job No : 17094
Order No : PO375280

Product Details	Colours	Qty	Price	Cost
Ref No:- tobshop.		500	1.20	600.00
Description:- Tobermory Cotton Shopper - Purple 6066755			Origination	25.00
3oz cotton shopper with 68 cm handles. Size: 38*42 cm. Printed with the Tobermory printed in white to both sides of the shopper.			Carriage	14.00
Price includes origination and delivery to 1 UK mainland address.				0.00
		Sub Total	£	639.00

Delivery Address

Elsbeth Allan
Distell International Ltd
16 West Mains Road
College Milton
East Kilbride
G74 5BU

Special Instructions

Purchase Order Total£ 639.00

Please ensure that there are no markings on boxes or paperwork relating to your factory. If requested please send sample of product(s) to this office.

All Purchase Order numbers must appear on invoices to allow them to be processed. If there is any delay we must be informed immediately by fax or telephone.

All overs and unders must be notified to the office in writing two days prior to despatch.

Order by: Lee Meldrum

L. Meldrum

PROMOTIONAL CREATIVITY

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Registered in Scotland 170116



BEAUMONT PPS LIMITED
TERMS AND CONDITIONS

1. Definitions

1.1 In these Terms and Conditions, unless otherwise stated, the following terms shall have the following meanings:-

1.2 “Purchaser” means Beaumont PPS Limited, a Company incorporated under the Companies Acts (Company No: SC170116) and having their Registered Office at Office 2/2, 307 West George Street, Glasgow, G2 4LF;

1.3 “Seller” means the person, firm or company selling Goods to Purchaser;

1.4 “the Goods” shall mean any products, articles, services or corporeal moveables offered for sale by Seller and purchased or to be purchased by Purchaser the quantity and specification of which shall be as specified by Purchaser;

1.5 “the Contract” means the contract between Purchaser and Seller for the sale and purchase of the Goods in accordance with these Terms and Conditions;

1.6 “the Order” means Purchaser’s order for the Goods, as set out in Purchaser’s purchase order form; and

1.7 Every Order issued by Purchaser (in whatever form) and accepted by Seller shall constitute a separate Contract.

2. Purchaser’s Terms and Conditions to Apply

2.1 These Terms and Conditions shall apply to and govern any Contract or transaction between Purchaser and Seller and shall supersede and take precedence over any other terms and conditions, whether written or oral (including without prejudice to the foregoing generality, any contained in any order form used by Purchaser), and notwithstanding anything to the contrary in such other terms and conditions.

2.2 No amendment, variation of, or addition to any part of these Terms and Conditions may be made except in writing signed by a duly authorised representative of Purchaser and Seller and any other amendments, variations etc. or purported amendments, variations etc. to these Terms and Conditions shall be invalid and unenforceable.

3. Sale and Purchase of the Goods

3.1 Seller shall sell the Goods to Purchaser and Purchaser shall purchase them in accordance with these Terms and Conditions.

3.2 Seller shall ensure that the Goods shall:

(a) correspond with their description and any applicable Specification (any specification for the Goods, including any related plans and drawings, that is agreed in writing between Purchaser and Seller); (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Seller or made known to Seller by Purchaser expressly or by implication, and in this respect Purchaser relies on Seller’s skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.3 Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.4 Seller shall be entitled on a delivery of Goods of variations in quantity of up to plus or minus 10% and same will be charged accordingly to Purchaser insofar as the Purchaser has agreed to such variations in advance of the relevant delivery.

4. Delivery

4.1 Seller shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any), any specific product codes, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered and any other information that the Purchaser reasonably requests.

4.2 Seller shall deliver the Goods:

- (a) on or before the date specified in the Order ("Delivery Date");
- (b) at the address for delivery of Goods as set out in the Order ("Delivery Location"); and
- (c) during Purchaser's normal business hours, or as instructed by Purchaser.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

5. Payment

5.1 Purchaser shall pay the price for the Goods within 60 days from the 1st of the month following the date of the Seller's invoice.

5.2 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Seller's published price list in force as at the date the Contract came into existence.

5.3 The price of the Goods are exclusive of value added tax which will be added to the price for the Goods at the rate applicable at the invoice date.

5.4 For the avoidance of doubt the price of the Goods includes the costs of packaging, insurance and carriage of the Goods and where specified any set up charges.

5.5 No extra charges shall be effective unless agreed in writing with Purchaser.

5.6 Seller shall invoice Purchaser for price of the Goods plus VAT at the prevailing rate (if applicable) within 3 months after the completion of delivery. Seller shall ensure that the invoice includes the date of the Order, the invoice number, Seller's VAT registration number and any supporting documents that Purchaser may reasonably require.

5.7 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above Clydesdale Bank's base rate from time to time. This clause shall not apply to payments the defaulting party disputes in good faith.

5.8 Purchaser may at any time, without limiting any of its other rights or remedies, set off any liability of Seller to Purchaser against any liability of Purchaser to Seller.

6. Title and Risk

Title and risk in the Goods shall pass to Purchaser on completion of delivery.

7. Remedies

7.1 If the Goods are not delivered by the Delivery Date, or do not comply with the undertakings set out in clause 3.2, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Purchaser may exercise any one or more of the following remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods (in whole or in part) and return them to Seller at Seller's own risk and expense;
- (c) to require Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which Seller attempts to make;
- (e) to recover from Seller any costs incurred by Purchaser in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by Purchaser which are in any way attributable to Seller's failure to carry out its

obligations under the Contract.

7.2 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by Seller.

7.3 Purchaser's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.

8. Indemnity

8.1 Seller shall keep Purchaser indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Purchaser as a result of or in connection with:

(a) any claim made against Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of Seller, its employees, agents or subcontractors;

(b) any claim made against Purchaser by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of Seller, its employees, agents or subcontractors; and

(c) any claim made against Purchaser by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Seller, its employees, agents or subcontractors.

8.2 This clause 8 shall survive termination of the Contract.

9. Insurance

During the term of the Contract and for a period of 2 years thereafter, Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Termination

10.1 Purchaser may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving Seller written notice, whereupon Seller shall discontinue all work on the Contract. Purchaser shall pay Seller fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

10.2 Without limiting its other rights or remedies, Purchaser may terminate the Contract with immediate effect by giving written notice to Seller if:

(a) Seller commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) Seller 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) Seller takes any step or action in connection with Seller being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his 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;

(d) Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) Seller's financial position deteriorates to such an extent that in Purchaser's opinion Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

10.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. Confidentiality

Seller undertakes not without written consent of Purchaser to divulge or disclose to any person, firm or company any knowledge or information concerning the business or financial affairs of Purchaser, their customers, suppliers or clients which may have come to Seller's knowledge at any time and Seller shall use its best endeavours to prevent publication of or disclosure of any such knowledge or information to any third party.

12. Severability

To the extent that any clause or part of these Terms and Conditions is or becomes invalid or unenforceable for any reason, the remainder of these Terms and Conditions shall remain in full force and effect to the intent that any invalid or unenforceable clause or provision shall be entirely separate and separable.

13. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days written notice to the affected party.

14. Notices

Any notice to be given by either party to the other under the Order, Contract or these Terms and Conditions shall be in writing and may be delivered by hand or sent by First Class Recorded Delivery post to the address of the other party as given in the Order or such other address as may have been intimated to the other party in terms of this clause. The notice shall be deemed to have been served on the day of delivery or in the case of posting, on the second day following the date of posting.

15. No Waiver

No waiver by Purchaser of any breach of the Contract or any relaxation forbearance, delay or indulgence by the Purchaser in enforcing any of these Terms and Conditions of Sale shall prejudice, affect or restrict the Purchaser's rights and powers hereunder nor bar the Purchaser from taking steps in respect of any subsequent breach by Seller.

16. Governing Law

The Contract and these Terms and Conditions shall be governed by the Law of Scotland and Purchaser and Seller hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

17. Headings

The headings do not form part of these Terms and Conditions.

Last updated August 2019