



Bagco Limited
Unit 3
Churchill Court
Hortons Way
Westerham Kent
TN16 1BT

Telephone: 01959 560500
Fax: 01959 563034

Purchase Order

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Order Number	Order Date	Your Order No / Our Job	Your Account Reference	Promise Date
6354	07/11/2019	7257		15/11/2019

Product	Description	Quantity	Unit	Price
B2361	Higham Business Backpack. Black bag. Versatile backpack made from Reach compliant 300x250d polyester. Padded compartment for tablets/ laptops, zipped pockets and organiser section. Comfortable padded back straps and padded back. Printed 1 colour 1 position. Lead time is 10 w/days from proof sign off.	100	£6.30 / Each	£630.00
	Origination - 1 Colour	1	£25.00 /	£25.00
	Delivery	1	£22.00 /	£22.00
BPMA Voucher	BPMA Voucher - 2nd Sep to 29th Nov offers	1	£-50.00 /	£-50.00

IMPORTANT NOTE

Please ensure all deliveries are sent under plain cover or include Extravaganza details only, otherwise they will not be cleared for payment

Please ensure that our Purchase Order Number is quoted on all invoices relating to this purchase order or they will not be cleared for payment.

Please also ensure that quantities and prices on this purchase order are correct and notify us if there are any discrepancies. We will NOT accept invoices at different quantities or prices to this order unless specifically agreed in writing.

Please also ensure that you are able to meet the delivery date stated on this purchase order and inform us of any changes to this schedule.

Deliver To HydroGarden Ltd
2 Progress Way
Binley
Coventry
CV3 2NT

Number FAO: Jasmine Chauhan 02476 651500

Method

Order Value £627.00

Ash Parmar for Extravaganza (Nivart Ltd)

Standard Terms & Conditions

- 1

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller,
- 2

These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 3

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 4

The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly, illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 5

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency revaluation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. .
- 6

The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction in credit or set off) within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7

Delivery of the Goods shall be made by the Seller delivering the Goods to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 8

If the Buyer gives written notice to the Seller within 5 Business Days after the Delivery Date and the Seller fails to deliver the Goods within 20 Business Days or any mutually agreed period after receiving such notice the Buyer may cancel the order.
- 9

The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 10

If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within three business days of such delivery
- 11

No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.
- 12

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

GDPR

- 13

One of the key obligations set out in the **GDPR** (Art. 28 para 3) is that whenever a Controller appoints a Processor to process Personal Data, a Data Processing Agreement (DPA) must be concluded between the Controller and the Processor. This DPA **MUST** contain the following:

(i)

the subject matter of the Processing

(ii)

the duration of the Processing

(iii)

the nature and purpose of the Processing

(iv)

the type of Personal Data

(v)

the categories of Data Subjects

Further there are specific additional obligations that the Processor must adhere to:

●

only acts on the Controller's written instructions;

●

imposes confidentiality obligations on all personnel who process the relevant data;

●

ensure the security of the Personal Data that it processes;

●

abides by the rules regarding appointment of sub-processors;

●

implements measures to assist the Controller in complying with the rights of Data Subjects;

●

assist the Controller in ensuring compliance with its Personal Data Incident reporting

●

implement appropriate technical and organisational measures;

●

(where appropriate) conduct a Data Protection Impact Assessment;

●

at the Controller's choice, return or destroy the Personal Data upon completion of the relevant processing activity or at the end of the relationship (except as required by EU or Member State law); and

●

provides the Controller with all information necessary to demonstrate its compliance with the GDPR.

Data Privacy Officer:

Aarti Parmar
0116 285 2417
aarti@extravaganza.uk.com