

Purchase order - 492915487

Date: 18/02/2020



Formerly:
STAPLES
Promotional Products Europe Ltd.

Order To:
Bagco Ltd Bagco Ltd Unit 3, Churchill Court Hortons Way Westerham Kent TN16 1BT UNITED KINGDOM

Ship To:
Ellen Dellafaille ADI-GARDINER NETHERLANDS 41 Amperestraat 1446 PURMEREND NETHERLANDS

Delivery Contact:
Ellen Dellafaille

Marke Creative Merchandise Ltd

Gropiusplatz 10

70563 STUTTGART

GERMANY

Tel: +49 (0)711 906 76610

Fax:

VAT/Tax ID: DE277706958

Date: 18/02/2020

Account No: SBAG002

All values are in GBP

Production No:
491102586
Supplier Ref:

Qty	Supplier Ref	Description	Our Ref	Unit Price	Line Total
1,000	Quote nr: 181435	Chatham budget tote bag in black ADI Resideo logo printed in white to 1 position	SDE14120000	0.3200	320.00
1		Origination Cost	SDE14120000	25.0000	25.00
1,000		Decoration Cost	SDE14120000	0.2400	240.00
1		Delivery tote bags	SDE14121000	105.0000	105.00
NO FAIL DELIVERY DATE 28TH FEBRUARY TO NETHERLANDS - ITEMS USED FOR AN EVENT					

Net Amount GBP

690.00

DELIVERY INSTRUCTIONS AS ABOVE. LATEST ACCEPTABLE DELIVERY DATE 28/2/2020
ORDER ISSUED SUBJECT TO OUR STANDARD PURCHASE TERMS & CONDITIONS
ORDER MUST NOT BE SUBCONTRACTED IN WHOLE OR PART WITHOUT PRIOR WRITTEN CONSENT

Terms & Conditions of Purchase

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means the Terms and Conditions of the Purchase Order;
- 1.2 "Buyer" means Marke Creative Merchandise, 6-8 Liongate Enterprise Park, Morden Road, Mitcham CR4 4NY;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Purchase Order" means the standard Buyer document which includes or is attached to a statement of work describing the goods and/or services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier;
- 1.5 "Supplier" means the organization or person who supplies goods and/or services to the Buyer

2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Supplier pursuant to one or more Purchase Order.
- 2.2 Where it is agreed that the Supplier shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Condition.
- 2.3 No changes or variations to these Terms and Conditions or any Purchase Order shall be effective unless agreed in writing between parties.

3. Price and Payment

- 3.1 The price and any taxes and expenses for the goods and/or services shall be as specified in the Purchase Order.
- 3.2 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. Invoices will be due a minimum of thirty (30) days from receipt of invoice; mutually agreed upon prepayment discounts may be negotiated separately. Any of the following acts by Supplier shall constitute acceptance of a purchase order: signing and returning a copy of a purchase order or returning Supplier's own form of acknowledgment; informing the Buyer of commencement of performance; or delivery of Product. In addition, unless Supplier provides notice of rejection within two (2) business days of receiving a purchase order, the purchase order shall be deemed accepted. No order may be changed or terminated without the prior written consent of the Buyer. If upon receipt of a Purchase Order, or any time thereafter, Products cannot be shipped or rendered within the time specified in the Purchase Order, immediate notice thereof must be given to the Buyer with advice as to the earliest possible delivery date.
- 3.3 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.
- 3.4 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or services shall be fixed.

4. Delivery of the Goods

- 4.1 Delivery of the Goods shall be made to the Buyer's nominated address on the Delivery Date stated on the Purchase Order. Any delay must be communicated to the Buyer in advance and agreed. Any costs assigned to a late delivery will be the responsibility of the Seller.
- 4.2 For an order that is classed as 'No Fail', penalties will be applied for any and all missed delivery.
- 4.3 The quantity ordered must be delivered to the exact amount and the Buyer reserves the right to accept up to 5% overs if available. This must be agreed in writing before delivery takes place.

5. Representations and Warranties

- 5.1 Supplier represents and warrants that: (a) it is a corporation, partnership or other legal entity, duly organized, existing and in good standing under applicable European Union laws and those applicable law of the Member State (those states who are members of the European Union), country of organization; (b) all Product is new, free from defects and conforms to any approved specifications, samples, drawings, and other descriptions provided by Supplier; (c) title to Product shall be delivered to the Buyer or its customers free and clear of all liens and claims; (d) Supplier has or will obtain all required licenses and permits; (e) all Product is manufactured, imported, sold, shipped, packaged, labeled and marketed and Supplier shall perform its obligations, including without limitation, all Supplier promotions hereunder, in accordance with all applicable laws (in the countries in which the parties are doing business), state, provincial, EU Member State specific legislation, standards and guidelines and local laws, ordinances, and executive orders, as well as all applicable industry standards; (m) the Products are not manufactured by slave indentured, prison, or child labor or in a manner contrary to standards of fair treatment; (n) Supplier is responsible for any costs or expenses related to quality control and/or social responsibility inspections made by third parties with regard to direct import orders; (o) Supplier will be responsible for all Product (including all packaging and labeling) testing and expenses associated with testing to ensure product purchased by the Buyer complies with all applicable laws, regulations, EU Member State specific legislation, standards and guidelines; and (p) Supplier will submit upon request all Product (including all packaging and labeling) conformity assessment reports at Supplier's expense to the Buyer on request.

6. Ownership

All custom or proprietary Products manufactured by Supplier according to specifications prepared or produced by the Buyer and/or the Buyer's customers are "works for hire" and all right, title, and interest in and to such Products remain the property of the Buyer and/or the Buyer's customers.

7. Rejection of Product

The buyer shall have no obligation to inspect a Product prior to resale and at any time the Buyer, or (in the case of drop-ship Product) its customer, may reject any Product which is defective, differs from specifications, is shipped contrary to instruction, is not in approved containers, is not delivered within one week of the Delivery Date (excluding No Fail Orders), or which does not arrive with the agreed upon remaining shelf life (if applicable).

8. Returns of Product

Supplier shall be responsible for freight for returned Product, which shall be shipped pre-paid by the Buyer, and Supplier shall be charged back for shipping costs unless otherwise specifically agreed to by the Buyer in writing.

9. Code of Conduct

The Buyer requires the supplier to adhere to applicable laws and regulations, and make their products in an environmentally sustainable manner. Accordingly, the Buyer requires the supplier to comply with the Buyer's Code of Conduct.

10. Proper law of contract

This contract is subject to the law of England and Wales.