



YOUR BRAND SOLUTION

Tel: 0116 326 0340

Email: accounts@yourbrandsolution.co.uk

Web: www.yourbrandsolution.co.uk

Purchase: PO000113

To:

Bagco

Deliver To:

Thomas Pietrzak
Fresh Fitness Food Ltd
1 - 3 Britannia Way
London
NW10 7PR
United Kingdom

Date: 11-09-2020

Title: Rainham Cooler 12 Cans

Date Required: 12-09-2020

Qty	SKU	Description	Price Ea	Total
500	none	Rainham 12 Can coolers Price Includes: Plain stock, delivery tomorrow (Saturday 12th) Colour: Black	£ 1.890	£ 945.000

Sub Total £ 945.00

Vat Total £ 189.00

Total £ 1134.00

Vat Number: 354282987

YBS Distribution Limited
Office 3, Floor 4, Pegasus House, 17 Burleys Way, Leicester, LE1 3BH
Company Registration No. 12704098

TERMS & CONDITIONS

1. These 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 **YBS Distribution Limited**.

2. Payment Terms – Pro Forma Accounts. Pro forma invoices are due for immediate payment upon placement of order. Production of orders will not commence until the invoice has been paid in full. Delay in payment can cause delay in the overall lead time for your order. **YBS Distribution Limited** cannot be held responsible for failure to fulfil a delivery date as a result of late payment.

3. Payment Terms - Approved Accounts - Payment shall be made in full within 30 days of invoice unless we have agreed special settlement terms in writing. New Accounts - On all orders full payment is required on order placement. Credit is only available at director's discretion.

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 and 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 5 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 5 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.

13. 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 **Bank of England** 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.

14. 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.

15. 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. *Failing to approve or delays in your approval of your artwork can result in your goods not going into production or arriving later than expected.

16. 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, or for variances in colours between digital artwork representation and the colours once printed on the products due to the printing process.

17. 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 of our reasonable control or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstance's we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability to you.

18. Customs and overseas deliveries - For all of 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 **YBS Distribution Limited**, you are confirming that you are aware there are likely to be additional charges and that **YBS Distribution Limited** 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.