



BRANDBASE

Bagco Limited
T.a.v. Lee
Unit 3, Churchill Court, Hortons Way, Westerham Kent
TN16 1BT
UK

Purchase Order

Number	Order date	Delivery date	Your Reference
20200716	22-01-2021	05-02-2021	

Subject
65 Shell Motorsports Presentation Box (20200186)

Description	Price	Number	Total
Producten/diensten *EU* - Shell Hyundai Motorsport Gift Bags		150 stuks	€ 490,50
GBP: 2.90	€ 3,27		
INC Print Charge			
Setup	€ 28,22	1 stuks	€ 28,22
GBP: 25.00			
Carriage	€ 16,93	1 stuks	€ 16,93
GBP: 15.00			
		Total	€ 535,65

Please advise our PO number and contactperson on your invoice and send in pdf format to invoices@brandbase.nl.

Please note without our PO number your invoice will not be accepted.

Payment is made within 30 days of the invoice date. By accepting this order and contract we trust that you agree with the BrandBase General Purchase Conditions for Products and Services.

If you have any questions, please contact us at telephone number 0031 20 4703570.

Kind regards

BrandBase
Miles Rankin



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BrandBase General Purchase Conditions for Products and Services

Article 1. Definitions

The following definitions apply to these conditions:

- Customer:** BrandBase B.V., having its registered office in Amsterdam, the Netherlands, or an affiliated company as referred to in the Contract.
- Supplier:** any natural person or legal entity with whom or which Customer orders Products and/or Services and/or with whom or which Customer negotiates on the Contract for Products and/or Services.
- Contract:** the order placed by Customer with Supplier to deliver Products and/or render Services.
- Offer:** a written offer from Supplier in response to a Contract.
- Agreement:** the agreement between Customer and Supplier with regard to the Contract.
- Products:** all goods supplied or to be supplied to Customer for the performance of the Contract, irrespective of whether the Contract relates purely to the supply of these goods, or also of Services.
- Services:** services Customer orders Supplier to render insofar as not being the delivery of Products.
- Specification:** the detailed description of the Products to be delivered and/or Services to be rendered by Supplier as included in the Contract.
- Employee(s):** the employee(s) of Supplier, including third parties engaged by Supplier in the performance of the Agreement/Contract.
- Client:** the client of Customer for whom Customer has placed the Contract with Supplier.
- Written/in writing:** a message by letter, e-mail or fax.

Article 2. Applicability

- 2.1 These conditions shall apply - to the explicit exclusion of the Supplier's conditions - to all Contracts placed by Customer, the related Agreement or ensuing agreements, as well as Offers and quotes from Supplier. These conditions shall also apply to negotiations regarding such contracts or agreements, also if these negotiations do not result in an agreement being entered into. Supplier is expected to make its offer on the basis of these conditions.
- 2.2 Deviations from or additions to these conditions, in whatever form, shall only apply if Customer has agreed thereto in writing.

Article 3. Conclusion of the Agreement

- 3.1 An offer submitted by Supplier with regard to the Contract is deemed to be a binding and irrevocable offer by Supplier.
- 3.2 Any costs related to the submission of Offers or quotes are for the account of Supplier, unless agreed otherwise in writing.
- 3.3 The Agreement is concluded by the unconditional acceptance in writing of the Offer by Customer.
- 3.4 If no Offer or quote is submitted by Supplier, the Agreement is concluded by the acceptance in writing of the Contract by Supplier within the specified period.
- 3.5 Any and all acts performed by Customer prior to the Agreement are for its own account and risk, unless agreed otherwise in writing.

Article 4. Performance, Third Parties and Transfer of Rights and Obligations

- 4.1 Supplier is obliged to perform the Contract itself, unless Customer has expressly consented in writing to the engagement of a third party. This consent does not discharge Supplier from any obligation under the Agreement. Supplier is fully responsible and liable for any third-party engaged by it, as though it were its own performance.
- 4.2 Supplier indemnifies Customer and Client against any and all claims from third parties involved in the performance of the Contract.
- 4.3 Supplier may only transfer its rights and obligations under this Agreement to third parties with the prior consent of Customer.
- 4.4 If Customer allows this, the Client may at all times take over the Agreement between Customer and Supplier from Customer pursuant to Article 6:159 of the Dutch Civil Code concerning contract takeover, by means of a deed. Supplier now for then irrevocably extends its full cooperation and undertakes to do everything it is required to do to effect the contract takeover.

Article 5. Notification Possible Delay and Other Failure

As soon as Supplier becomes aware, or ought to become aware, that the agreed performance may not be delivered at all, in time or as agreed, Supplier shall forthwith notify Customer thereof in writing, stating the circumstances causing this failure. This notification does not affect the possible consequences of this failure pursuant to the Agreement and/or statutory provisions. Without prejudice to the right of Customer in accordance with the provisions of article 14 to terminate the Agreement, parties shall discuss whether, and if so the manner in which, the situation can be resolved to the satisfaction of Customer. In such an event, Customer shall in any case have the right to repair or replace the goods or have the goods repaired or replaced by third parties. The associated extra costs are for the account of Supplier.

Article 6. Guarantees Regarding Quality, Environment and Social Ethical Responsibility

Without prejudice to its obligations under the law, Supplier guarantees that the Products and/or Services supplied by it are in compliance with the Agreement. This guarantee includes as a minimum that:

- the Products and/or Services are entirely in accordance with the Specification and the other provisions of the Agreement and are suitable for the purpose for which they were ordered;
- the Products are new, of good quality and free from defects;
- the Products and/or Services and the materials used fully comply with all applicable laws and regulations



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regarding, including but not limited to: safety, health, environment, hygiene, working conditions, and safety and well-being of employees;
d. Supplier has all the permits required for the performance of the Agreement.

Article 7. Amendment of the Agreement and Additional Work

- 7.1 Customer is entitled to change the volume and properties of the Products or Services to be supplied and/or the Specification thereof. If this would, in the opinion of Supplier, have consequences for the agreed price or delivery date, then Supplier is obliged to notify Customer thereof in writing as soon as possible and before making any changes, and at any rate within 8 (eight) days of receiving notice of the required change.
- 7.2 If, in the opinion of Customer, the consequences in terms of price or delivery term are unreasonable in relation to the nature and scope of the change, then Customer is entitled to terminate the Agreement, with due observance of article 16.4 of these conditions.
- 7.3 Additional work shall only be paid if a written instruction to that effect has been issued prior to the work being performed. Additional work shall in any case not include any extra work that Supplier, at the time of entering into the agreement, could have or ought to have foreseen in order to be able to provide the agreed performance and functionality or resulting from a failure on the part of Supplier.

Article 8. Specific Provisions for the Supply of Services

- 8.1 All Services provided by Supplier for Customer are rendered in the name of Customer.
- 8.2 The Supplier will adhere to all house rules, rules of conduct, safety rules and other regulations as ordered by the Customer and / or the client as stated in the Human & Labor Rights Policy which can be found on our website www.brand-base.com.
- 8.3 Supplier provides a valid BSCI certificate or completed UN Global Compact tool document to demonstrate that they meet the guidelines as drawn up by the Customer and /or the client. Orders can only be issued once the BSCI certificate or the completed UN Global Compact tool has been checked by the Customer.
- 8.4 Supplier guarantees that the Employees are entitled to perform work in the Netherlands and furthermore guarantees that it shall strictly comply with all obligations arising from the Agreement under tax legislation, social security legislation and employee insurance schemes, and Supplier indemnifies Customer and Client against any and all claims relating thereto.
- 8.5 At the first request of Customer Supplier must provide the social security number, a copy of the passport and - if applicable - a copy of the work/residence permit of the Employees.
- 8.6 The actual performance of the Services by Supplier or related acts do not necessarily imply approval of the Services by Customer. Customer reserves the right to check and/or reject any Services rendered. The Services are only deemed approved by Customer after a written statement of Customer that the Services have been performed to its satisfaction.
- 8.7 Customer has the right to delay or suspend the performance of Services without any costs, in reasonableness, by means of a written statement to that effect. In the said statement Customer shall indicate with which period the completion time is extended or when the Service may be resumed.

Article 9. Specific Provisions for the Supply and Delivery of Products

- 9.1 Supplier delivers the Products free at the agreed destination and shall strictly observe the agreed delivery terms. Delivery of the Products in consignments is only allowed if this is expressly stated in the Agreement. If Supplier fails to comply with the provisions of this article it shall be in default immediately, without further notice of default, and Customer shall be entitled to refuse delivery of the Products without prejudice to the right of Customer to compensation.
- 9.2 Customer has the right to delay the delivery of the Products, in reasonableness, by means of a written statement to that effect to Supplier. In the said statement Customer shall indicate with which period the delivery time is extended. If Customer exercises this right, Supplier shall store the Products identifiably in a suitable place and shall take appropriate measures to prevent loss of quality. Customer shall pay Supplier the reasonable direct storage costs.
- 9.3 Supplier shall ensure proper packaging, as well as such security and transport of the Products that these reach their destination in good condition and can be unloaded safely there. The packaging must comply with the applicable statutory requirements. Customer is entitled to set requirements and specifications regarding the packaging and manner of packaging of goods.
- 9.4 Unless agreed otherwise in the Agreement, Customer shall inspect the Products within a reasonable period after the delivery. If this inspection shows that the Products do not conform to the Agreement, Supplier shall take back the Products. Inspection does not impede Customer from later invoking failure to comply, on the part of Supplier, with any of its guarantees or other obligations set out in these conditions or any other statutory obligation towards Customer.
- 9.5 The applicability of Articles 6:89 and 7:23 of the Dutch Civil Code is excluded.
- 9.6 Ownership of the Products passes at the time of delivery, if required after any associated installation work. The risk passes to Customer after acceptance of the Products by Customer. 9.7 Acceptance of the Products takes place by means of a written statement of Customer, after delivery and any required installation of the Products. If Customer does not accept the Products, it shall state the reasons for this.

Article 10. Price, Payment, Suspension and Set-off

- 10.1 The prices stated in the Contract are fixed prices. Parties may only change prices in mutual agreement.
- 10.2 Prices for Products include standard packaging and delivery carriage paid to the destination designated by Customer. Furthermore prices for all Products and Services include all preparatory and other work necessary for complying with the Customer's requirements, descriptions and the Specification.
- 10.3 Payment by Customer shall only be due after full performance of the Contract, unless agreed otherwise in writing. Then Supplier shall be entitled to invoice. The payment terms are 30 days after receipt by Customer of the relevant invoice.



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- 10.4 Exceeding a payment term by Customer because Customer disputes the correctness of the invoice or because Customer is of the opinion that Supplier failed to comply with its obligations under the Agreement, does not entitle Supplier to suspend its obligations under the Agreement or to terminate the Agreement.
- 10.5 Supplier is not entitled to transfer its claims against Customer to any third party without the prior written consent of Customer.
- 10.6 Customer is entitled to offset any debt owed to Supplier against any claim of Customer on Supplier or group companies of Supplier.
- 10.7 Without prejudice to its statutory rights to suspend performance Customer is entitled to suspend payment to Supplier, for as long as Supplier or one of its group companies fails to comply with any obligation vis-à-vis Customer under any other agreement between parties.

Article 11. Confidentiality

- 11.1 Supplier undertakes to observe strict confidentiality with regard to all business information of Customer and Client that has come to its knowledge in connection with the performance of the Contract or the Agreement, and shall not use this information for its own purposes.
- 11.2 Without the prior written consent of Customer Supplier shall not disclose any information with regard to the Agreement, the Contract or the performance of the Contract.
- 11.3 Without the prior written consent of Customer Supplier shall not use the name of Client in publications, advertisements, social media or any other media, for whatever purpose.
- 11.4 Supplier undertakes to take all reasonable measures for the safe keeping of data and materials provided by Customer and/or Client, the confidential nature of which is known or can reasonably be assumed. Without the prior written consent of Customer Supplier shall not duplicate these data or materials, and within 14 (fourteen) days of the performance of the Agreement, or at the first request of Customer, Supplier shall return these data and materials, including any duplicates or copies thereof, to Customer, or, after consent of Customer, Supplier shall destroy these data and materials. 11.5 Supplier shall impose the above duty of confidentiality and obligations on its Employees and all third parties engaged by it. 11.6 The obligations set out in this article shall survive the termination of the Agreement.

Article 12. Intellectual Property

- 12.1 All (claims to) intellectual property rights (IP rights) with regard to any creation in the context of the Agreement are vested in Customer, unless agreed otherwise in writing. Insofar as necessary, Supplier shall transfer these (claims to) IP rights to Customer for no consideration. At the first request Supplier shall render its cooperation to effect the transfer.
- 12.2 To the extent possible Supplier waives any and all personality rights to copyrighted works created in the context of the Agreement. Unless agreed otherwise in writing, Supplier shall not have or acquire a right of use with regard to any work created in the context of the Agreement.
- 12.3 Customer expressly reserves the copyright with regard to any and all works disclosed to Supplier in the context of the Agreement. Supplier acknowledges this reservation.
- 12.4 Supplier guarantees that the Products and/or Services, as well anything associated therewith or resulting therefrom, do not infringe any intellectual property rights, and Supplier shall indemnify Customer and Client against any and all costs and/or losses resulting from any infringement or alleged infringement of such rights, all reasonable and reasonably incurred costs of legal assistance expressly included.

Article 13. Audit

- 13.1 Supplier shall retain books, documents and other records with regard to the Agreement for a period of 6 (six) years.
- 13.2 Customer and/or Client are entitled, during the term of the Agreement and during 6 (six) years thereafter, to perform an audit or have an audit performed on the Agreement and the performance thereof.
- 13.3 Supplier is obliged to extend its full cooperation to this audit and to grant the auditor access to the relevant location, personnel and records. The audit shall be announced with reasonable notice and shall take place during office hours. The auditor shall endeavour not to disrupt the business operations of Supplier, but it is more important that the audit is conducted properly. 13.4 If Supplier engages third parties in connection with the Agreement, Supplier is obliged to include the same audit rights as set out in this article in the agreements entered into with the relevant third parties.

Article 14. Failure, Liability and Indemnity

- 14.1 Supplier shall be in default immediately, without further notice of default, if Supplier fails to perform in a timely manner or otherwise fails to comply with one or more of its obligations under the Agreement. Supplier shall be liable for any and all loss or damage, both direct and indirect, suffered by Customer as a result thereof.
- 14.2 Supplier shall be liable for any and all loss or damage, both direct and indirect, suffered by Customer and/or third parties as a result of a defect in the Products delivered and/or Services rendered by Supplier or as a result of an act or omission on the part of its Employees.
- 14.3 Supplier shall indemnify Customer and Client against any and all third-party claims connected in any way with the performance of its obligations under the Agreement.

Article 15. Insurance

- 15.1 Supplier is obliged to take out and maintain, for its own account, adequate insurance against its liabilities, in the broadest sense, towards Customer and third parties, in such a manner that the cover extends to at least 3 (three) years after the liability arose. This insurance shall not affect the liability for compensation of Customer.
- 15.2 Supplier shall not change the insured amount and the policy conditions during the performance of the Agreement and shall pay the premiums promptly. At the first request of Customer, Supplier is obliged to submit the insurance policy or policies and evidence that the insurance premiums have been paid.



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Article 16. Termination and Notice of Termination

- 16.1 In the event Supplier fails to comply with its obligations under these Purchase Conditions, the Agreement or any other agreements arising therefrom, Customer shall at all times be entitled to terminate the Agreement without further notice of default and without judicial intervention.
- 16.2 Upon termination Customer shall be entitled to return the Products to Supplier, for the account and risk of Supplier, and Supplier is obliged to immediately return to Customer any and all payments it already received for these goods.
- 16.3 Without prejudice to the other provisions of these Purchase Conditions, Customer shall be entitled to terminate the Agreement without further notice of default or judicial intervention, if:
- a. the bankruptcy of Supplier is filed for or declared;
 - b. Supplier has applied for or is granted a (provisional) moratorium;
 - c. the statutory debt rescheduling arrangement is declared applicable to Supplier;
 - d. Supplier discontinues, winds up or transfers to a third party its business or a relevant part of its business;
 - e. Supplier loses control over all or parts of its assets due to an attachment or otherwise.
- 16.4 Customer shall at all times be entitled to terminate the Agreement in whole or in part by giving written notice of termination. If Customer terminates the Agreement in this manner, it shall compensate Supplier for the work performed and costs incurred, already invoiced and not yet invoiced, until the time of termination, in accordance with the Agreement. Customer shall not be liable to pay any compensation for any loss of profit and/or any other loss or damage.

Article 17. Force majeure

- 17.1 If the Supplier is unable to meet its obligations to the Customer due to a non-attributable shortcoming (force majeure), those obligations will be suspended for the duration of the force majeure situation.
- 17.2 Force majeure of the Supplier is understood to mean any circumstance independent of the will of the Supplier, as a result of which the fulfillment of (the relevant part of) its obligations towards the Customer is prevented, delayed or made economically impossible, as a result of which the fulfillment of these obligations cannot reasonably be assumed by the Supplier. may be required. Force majeure explicitly does not mean a shortcoming of suppliers of Supplier. If a force majeure situation has lasted longer than 60 days, the parties have the right to terminate the Agreement by written dissolution. What has already been performed under the Agreement will then be settled proportionally, without the parties owing each other anything.

Article 18. Applicable Law and Choice of Forum

- 18.1 These conditions and all Contracts placed and Agreements concluded by Customer are subject to Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is explicitly excluded.
- 18.2 Any disputes that may arise from the Agreement or any further agreements arising therefrom shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.