

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

## Purchase Order

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Order Number	Order Date	Your Order No / Our Job	our Order No / Our Job Your Account Reference		
62626	16/06/2021	15278		09/07/2021	

Product	Description	Quantity	Unit	Price
6051/2r	Faversham Laptop Backpack Sturdy Reach compliant 600 polyester laptop backpack. Complete with many pockets and an organiser section. Available in:- Black & Black, PRINTED 1 COLOUR AS BEFORE	50	£11.50 / Each	£575.00
	REPEAT Origination Reference: Faversham Laptop Backpack	1	£25.00 / Per Colour	£25.0
	Delivery Reference: Faversham Laptop Backpack	1	£22.00 / Total	£22.0

Please quote our Order No on all documents relating to this order

**Delivery Address** 

Abstract Services Ltd 79/81 Chester Road Aston Waterlinks BIRMINGHAM B6 4AE United Kingdom

Order Value

£622.00

Cathy Chivers

## Order subject to our standard terms and conditions, as follows:

In these Conditions: 'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whiteselfeed by the Seller.

'GOODS; means the goods (including any instalment of the goods or any parts for them) which the Seller is to supplyaircaccid/dthese conditions.

'SELLER' means Limelight Publicity (registered in England & Wales under number 5034718)

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwite) means the standard terms and conditions agreed in writing between the Buver and the Seller

'CONTRACT' means the contract for the purchase and sale of the goods.

Any reference to these Conditions to any provision of a statute shall be construed as a reference to that provision as are matted or extended at the relevant time.

This Agreement and the supply of the Goods is governed by The Supply of Goods and Services Act 1982.

Any reference to the singular shall also impart the plural and any reference to the masculine shall also impart the femining

Basis of the Sale

The Seller shall supply and the Buyer shall purchase the Goods in accordance with any written quotation of the Selleraddispretor by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case tundificeness, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purperdected, or any such order is made or purported to be made, by the Buyer.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of and Buye@eller.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirm@edley/therriting, in entering into the Contract the Buyer acknowledges that it does not rely on, and waives any clearorfof any such representations which are not so confirmed.

Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents to the Buyer or its employees or agents agents agents agents agents agent application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptancemolable priority document or information issued by the Seller shall be subject to correction without any liability on the parties.

Orders and Specifications

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed either in werbinity day the Seller or (if earlier) the Seller delivers the goods to the Buyer or commences performance of the services

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicablet ispn) submitted by the Buyer, and for giving the Seller any necessary information relating to the goods withieratsurfe to enable the Seller to perform the Contract in accordance with its terms.

. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's distancement by the Buver) or the Buver's order (if accepted by the Seller).

If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with aispossificatited by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awaster attention of any claim for infringement of any paging the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any paging the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any paging the Seller in settlement of any paging the Seller in settlement of any claim for infringement of any paging the Seller in settlement of any paging the Seller in settle specification.

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform widhcablesstatutory or EC requirements or, where the Goods are be to supplied to the Seller's specification, which do all the Goods which are required to conform with the Seller's specification of the Goods which are required to conform with the Seller's specification.

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of almel Sellterms that the Buyer shall indemnify the Seller in full against all loss (including the loss of profit), busits fine cost of all labour and materials used), damages, charges an expenses incurred by the Seller as a result of the cancellation.

Price of the goods

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is waild); give price listed in the Seller's published price list current at the date of acceptance of the order. All preceding under 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the relations any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It precipe extends any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as jimitation). It is a seller which is due to any factor beyond control of the Seller (such as jimitation). It is a seller which is due to any factor beyond control of the Seller which is due to any factor beyond control of the Seller which is due to any factor beyond control of the Seller which is due to the Seller whic

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise that at the Seller, all prices are given by the Seller orwanter basis, and where the Seller agreexaleliver the Goods otherwise that at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

The price is exclusive of any applicable value added tax, which the Buver shall be additionally liable to pay to the Seller.

Subject to any special terns agreed in writing between the Buyer and the Seller, the Seller shall be entitled to in Boiger foe the price of the Coods on or at any time after delivery of the Coods, unless the Coods are to be collected by which the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time settler has notified the Buyer that the Coods are ready for collection or (as the case may be) the Seller has teridered dele Coods.

Subject to any special terms agreed in writing between the Buyer and the Seller, the buyer shall pay the price of the Contract. Receipts for payment will be issued only upon request.

If the Buyer fails to make any payment of the due date then, without prejudice to any other right or remedy availa Beller, thee Seller shall be entitled to:

Cancel the contract or suspend any further deliveries

Appropriate payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer) as the Seller may think fit (notwithstanding any appropriation by the Buyer; and

charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum abbank BBC rate from time to time, until payment in full is made (a part of a month being treated as a full month foosbeophogaiculating interest).

Delivery

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller's that the Goods are ready for collection, or if some other place for delivery is agreed by the Seller's premises at any time after the Goods to that place.

While every effort will be made by the Seller to effect delivery in accordance with anyanged dates quote for delivery of the Goods are approximate only and the Seller shall not be liable for any delay/ordate/Goods howsoever caused may be delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advangance/distellivery date.

Where delivery of the Goods is made by the Seller in bulk, the Seller reserves the right to delivery up to 5% more diameters untity ordered without any adjustment in the price and the quantity so delivered shall be the quantity deemed ordered, and therefore the Goods shall be invoiced for accordingly.

Where the Coods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respected more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable controlyer's teable, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (the cops to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the tither stellier (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller may:

store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or;

sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) below for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the

For the avoidance of doubt the reasonable costs referred to in clause 6.6.1 will include charges made by the Sellees (Cours item storage and extra delivery costs.

Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer

In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods to be delivered at the Seller's premises, at the time when the Seller's premises are the Seller's premises at the time when the Seller's premises are the Seller's premises are the Seller's premises at the Seller's premises are the Seller's premises at the Seller's premises are the Seller's premises at the Seller's premise at the Seller

In the case of Goods being delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyely/trailisign take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property stand all not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the perioeous stand all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fieldbianylagailee, they shall keep the goods separate from those of the Buyer and third parties and property stored, professable and indentified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary coubseichts, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible or intendeding insurance proceeds, and sha keep all such proceeds separate from any moneys or property of the Buyer and third parties and intended in the case of tangibles properly stored, protected and insured.

Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and beaveresold), the Seller shall be entitled at any time to required the Buyer to delivery up the Goods to the Sellersably fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Govelsnahidhe property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (with the Seller shall (with the shall with the shall of the Seller) forth with become due and payable.

Warranties and Liability

Subject to the conditions set out below the Seller warrants to use reasonable skill and care with regards to any design distriction as agreed in the supplier's quotation and/or the purchase order

The above warranty is given by the Seller subject to the following conditions:

the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or spesifipalied by the Buyer and shall not be responsible for verifying the adequacy thereof.

the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negtigenosal avorking conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alt eeptigrobthe Goods without the Seller's approval

the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if ptied obailthe Goods has not been paid by the due date for payment

the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which shalbonly be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. the Seller accepts no responsibility for the consequences of combining the Seller's products with other products confised before or repacking the Seller's products.

Subject as expressly provided in these Conditions, and where except where the Goods are sold to a person dealing as a tonishmbe meaning of the Unfair Contract Terns Act 1977), all warranties, conditions or other terms implied by salaturerolaw are excluded to the fullest extent permitted by law.

Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statement®) (Che statutory rights of the Buyer are not affected by these Conditions.

Any claim by the Buyer which is based on any defect in the quality of condition of the Goods or their failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 8 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 8 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 8 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 8 days from or failure to coritispoedification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 8 days from or failure to correct the Seller within 8 days from or failure to correct the Seller within 8 days from or failure to correct the Seller within 8 days from or failure to correct the Seller within 8 days from or failure to correct the Seller within 8 days from or failure to correct the Seller within 8 days from or

Contract. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of thet Beidalibure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be been that the goods (or the part in question) free of charge.

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to therease of any representation, or any implied warranty, condition or other term, or any duty or common law, or understherens of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise), expenses or other claims for consequential loss or damage (whether for loss of profit or otherwise).

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in pedicarnying liure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was does the deemed to be in breach of the Contract by reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's control;

Fire, lightning, explosion, storm or severe weather, flood or escape of water, earthquake or other natural disaster.

Act or threat of war and/ or terrorism, riot, civil commotion, insurrection and any nuclear or toxic incident.

Acts, restrictions, regulations, blaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

Import or export regulations or embargoes;

Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

Power failure or breakdown in machinery

Any consequence caused by Coronavirus Ceverior any other national or global pandemic including but not limited to unavailability of labour and/or materia Indemnity

If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copsignt radio mark or other industrial or intellectual property rights of any other person, it is agreed that:

the Seller is given full control of any proceedings or negotiations in connection with such claim;