PURCHASE ORDER

BRANDING YOUR WORLD™

Supplier Details:	Delivery Details:	Order Details:
Nigel Pearce Bagco Ltd Unit 3, Churchill Court Hortons Way Westerham, Kent TN16 1BT UK **Tel:** 01959 560500	Rebecca Snart Matches Fashion.Com Unit 15a Welmar Mews 154 Clapham Park Road London, SW4 7DD **Delivery Date** 23/12/2021	**Number:** JDIBO3342-01 **Date:** 08/12/2021 **A/c Mgr:** Joel Benson **Phone:** 0845 430 1122 **Email:** joel@hypebranding.co.uk **Fax:** 0208 953 1339

Quantity	Item Description	Unit Cost	Total Cost
113	B8849 - ALLINGTON ECO 12OZ COTTON CANVAS SHOPPER TOTE. Large Gusseted Canvas Tote Shopper Tote Bag, Large & Strong. Made From All Natural Eco Friendly 12Oz (340Gsm) Cotton Canvas. Printed 1 colour on 2 sides with Matches Fashion logo printed in Black. **Product Colour:** Natural **Print Name:** Matches Fashion **Print Position(s):** Both Sides **Print Colour(s):** Black **Product Ref:** B8841 **Repeat Order REF: (If Applicable)**	£ 2.350	£ 265.55
113	1 col print x 2 side	£ 0.700	£ 79.10
1	Origination	£ 25.000	£ 25.00
1	Delivery	£ 15.000	£ 15.00

NET:	**£**	**384.65**
VAT:	**£**	**76.93**
TOTAL:	**£**	**461.58**

Products produced for Hype Branding Ltd MUST NOT not be used for marketing purposes without our expressed written permission.We would like to order the above item(s), please proceed with our order and send an artwork proof for approval.
All orders must be delivered under plain label with no factory/supplier markings.
If any costs are incorrect or the delivery date stated cannot be met, we must be informed immediately.
Please deliver exact quantities where possible, all unders and overs must be notified prior to dispatch of ordered goods.
Purchase Order numbers must be stated clearly on all invoices to ensure payment, please send invoices to accounts@hypebranding.co.uk.

BRANDING YOUR WORLD™

HYPE BRANDING LTD - CONDITIONS OF PURCHASE

1. Interpretation and Definitions

1.1 In these Conditions, the following terms shall have the following meanings:

"Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions" the terms and conditions set out in this document as amended from time to time in accordance with Clause 16.4.

"Contract" the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

"Customer" Hype Branding Limited (registered in England and Wales with company number 07755439) whose registered office is at 40-42 High Street, Maldon, Essex, United Kingdom CM9 5PN and whose principal trading address is at Devonshire House, Manor way, Borehamwood, Hertfordshire WD6 1QQ;

"Delivery Date" the date specified in the Order, or as otherwise advised by the Supplier and accepted by the Customer via email.

"Delivery Location" the address for delivery of Goods as set out in the Order or as otherwise agreed by the parties in writing.

"Goods" the goods (or any part of them) set out in the Order.

"Order" the Customer's order for the Goods, as set out in the Customer's purchase order form.

"Specification" the specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

"Supplier" the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation: In these Conditions:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 A reference to writing or written includes faxes and emails.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing a written acceptance of the Order; and

2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. The Goods

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and the applicable Specification;

3.1.2 if a sample of the Goods has been provided by the Supplier to the Customer, correspond with the quality of such sample and be free of any defect making their quality unsatisfactory which would not be apparent on a reasonable examination of the sample;

3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

3.1.4 where they are manufactured products (unless perishable), be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance or, at the Customer's option, the Customer may terminate the Contract immediately on notice in writing to the Supplier and the Supplier shall refund all sums paid by the Customer under the Contract.

3.5 Where the Supplier has taken remedial action under clause 3.4, the Customer may at the cost of the Supplier conduct further inspections and tests after the Supplier has carried out its remedial actions and, if the Customer considers that the Goods still do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer may terminate the Contract immediately on notice in writing to the Supplier and the Supplier shall refund all sums paid by the Customer under the Contract.

4. Delivery

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods; and

4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the Delivery Date;

4.2.2 at the Delivery Location; and

4.2.3 during the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in Clause 5.

5. Remedies

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:

5.1.1 to terminate the Contract;

5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

5.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

5.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

5.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6. Title and risk

Title and risk in the Goods shall pass to the Customer on completion of delivery.

7. Price and payment

7.1 The price of the Goods shall be the price set out in the Order.

7.2 The price of the Goods:

7.2.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.2.2 includes the costs of packaging, insurance and carriage of the Goods.

7.3 No extra charges shall be effective unless agreed in writing with the Customer.

7.4 The Supplier may invoice the Customer for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number, and any supporting documents that the Customer may reasonably require.

7.5 The Customer shall pay correctly rendered invoices within 45 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

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7.6 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

7.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

8. Customer Materials

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all rights (including any intellectual property rights) in the Customer Materials are and shall remain the exclusive property of the Customer.

The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

9. Indemnity

9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

9.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

9.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This Clause 9 shall survive termination of the Contract.

11. Confidentiality

11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 This Clause 11 shall survive termination of the Contract.

12. Compliance with relevant laws and policies

12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

12.2 The Customer may immediately terminate the Contract for any breach of Clause 12.

13. Termination

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

13.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

13.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.5 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

13.4 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for one month, the party not affected may terminate this Contract by giving seven days' written notice to the affected party.

15. Compliance

15.1 The Supplier shall:

15.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (Relevant Requirements) and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

15.1.2 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

15.1.3 immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement).

15.2 The Supplier shall:

15.2.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015; and

15.2.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

15.3 The Supplier shall notify the Customer as soon as it becomes aware of any breach of potential breach of this Clause 15. Breach of this Clause 15 shall be deemed a material breach under Clause 13.2.1 which is not capable of remedy.

16. General

16.1 Assignment and other dealings: The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

16.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

16.3 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

16.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7 Notices.

16.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal trading address (or as otherwise set out in the Order) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

16.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 16.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the third Business Days after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

16.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

16.8 Third party rights. No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.

16.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

16.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.