

Supplier Address

Nigel Pearce
Bagco Ltd
Unit 3, Churchill Court
Hortons Way
Westerham
TN16 1BT
United Kingdom

Delivery Address

Belinda Perriman
Blacktent Consultancy Ltd
62b Castellain Road
London
W9 1EX
United Kingdom

Purchase Order No. 12152-15710
Date 18/03/2022
Delivery Date **25/03/2022 ** NO FAIL ****

Account Manager Clarissa Layton
Telephone +44 (0)2086865544
E-mail clarissa.layton@giftfinder.uk.com

Dear Nigel,

We would like to order the following:

Product No.	Product Description	Quantity	Unit Price	Subtotal
B9821 Seabrook	Recycled Eco Tote 5oz (140gsm)	100	£ 1.42	£ 142.00
	Black			
	Two colour print to one position			
Origination	Origination	1	£ 50.00	£ 50.00
Carriage	Carriage	1	£ 10.00	£ 10.00
Subtotal				£ 202.00
VAT 20%				£ 40.40
Total				£ 242.40

Reference Please note our PO number: "12152-15710", and quote it on your invoices.
Failure to do this could well result in delayed payment.

T&C's This is subject to our standard terms and conditions.

1. These terms and conditions apply to all orders

These terms and conditions apply to all orders for sale between us and you. Where the terms "Company" "Us" and "Our" are used this means Giftfinder Limited, Unit 17b Capital Business Centre, 22 Carlton Road, South Croydon CR2 0BS, registered number 0496941. These Conditions shall apply to all contracts for the sale of goods by us, to the exclusion of all other terms and conditions including any terms or conditions which you may apply under any purchase order, sales order confirmation or similar document.

2. Passing of Title and Risk

The risk of the goods shall pass to you on delivery. All goods, delivered or not paid for, remain our property until payment is received in full. Until such time as payment in full is made, you agree to keep the goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property. In the event of non-payment by you 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 to enter the property where the goods are stored and repossess and remove the same. You agree to grant us an irrevocable licence to enter your premises for this purpose.

3. Customer's property

Your property (including such things as dies, blocks and artwork), when supplied, will be held by us entirely at your risk. Every care will be taken to get the best results where materials are supplied by you, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials supplied by you

4. 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. Product images and descriptions are listed as examples and exact colours cannot be guaranteed.

5. Orders and Specifications

Any experimental work carried out at your request will be considered an order and will incur a charge.

We reserve the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the goods are to be supplied to your specification, which do not materially affect their quality or performance.

If we order stock from our suppliers specifically for you, you will be responsible for the cost of this even if we do not receive the artwork designs from you.

It is your responsibility to check the visual proof. We shall not be liable for any loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by you as a result of errors in printed artwork where those errors were evident within the visual proof approved by you. Any alterations that you require on and after the first proof has been sent to you will incur additional charges.

No order submitted by you will be deemed accepted by us unless we have confirmed it in writing.

Once we have accepted your order you cannot cancel it without our agreement. You agree to indemnify us in full against all loss (including loss of profit), costs, damages, charges and expenses we have incurred as a result of the cancellation.

6. Prices

Where applicable all prices are subject to VAT at the current rate. Prices quoted on our website may occasionally vary and are subject to confirmation by us before you place your order with us. Prices quoted are for standard delivery times. If delivery is delayed at your request or held up through delay in passing proofs or sketches the price will be that ruling at the time we dispatch the goods to you.

16. Termination

If you cease to pay your debts in the ordinary course of business or cannot pay your debts as they become due or being a company are deemed unable to pay your debts or have a winding-up petition issued against you or being a person commits an act of bankruptcy, or have a bankruptcy petition issued against you, we without prejudice to other remedies shall:

- (i) have the right not to proceed further with the contract or any other work for you and we shall be entitled to charge for work already carried out (whether completed or not) and materials purchased for you and
- (ii) in respect of all unpaid for debt due from the you have a general lien on all goods and property in our possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to you to dispose of such goods or property in such manner and at such price as we thinks fit and to apply the proceeds towards such debts.

17. Force Majeure

We cannot be held responsible for failure to fulfil a delivery commitment as a result of situations beyond our reasonable control. This includes, but is not limited to, occurrences such as: Natural Disasters, Extreme Weather conditions, Strikes, Congestions at Ports of Entry, Customs Delays, accuracy of information provided by client, Strikes, Lock-outs, Fire, Flood, pandemics, Drought or any other cause beyond control, or due to an inability to procure materials or articles except at enhanced prices due to any of the foregoing causes

18. Warranties

We warrant that the Goods supplied will at the time of delivery correspond to the description we have given. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law

19. Assignment

We may assign this Contract to any person, firm or company.

20. Severance

If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions shall remain in full force and effect.

21. Third Party Rights

A person who is not a party to this Contract will have no rights under it pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. Jurisdiction

This contract is subject to the law of England and Wales and we and you agree to submit to the exclusive jurisdiction of the English Courts.

7. Payment terms

Payment is due one month from the date of the invoice. Any queries regarding the invoice must be sent to us in writing and received within 14 days of the invoice date otherwise you will be deemed to have accepted the full invoice amount. If we agree that you can open a credit account with us, you undertake that you have read and agreed these terms and conditions.

We may ask you to pay for the goods ordered in full at the time you place your order.

Processing of the orders will not start until payment has been received by us. A delay in payment could result in your order not being delivered on time.

If you delay payment, you agree to pay us interest on any outstanding money at the Bank of England Bank rate plus 2% until you pay us in full. We may in our absolute discretion close your account and if we do, the full amount you owe us on the account will become payable immediately.

8. Delivery and Lead Times

We will deliver the Goods to you at the address specified on your order form. We will try our best to deliver on time, but the delivery date is approximate only and no liability is accepted for any loss arising from any delay or error in the delivery of the goods. Should delivery of goods be required sooner than the usual time it takes to produce the goods for you, every effort will be made to ensure that they are free from defects, but we cannot guarantee it. If we have to incur any additional costs to meet the early delivery, we will require you to pay those in addition to the usual costs of the goods.

9. Illegal or obscene matter

We shall not print any matter which in our reasonable opinion is of an illegal or obscene nature.

10. Quantity Delivered

We will always try to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, any order is conditional upon a margin of 10% plus or minus of the quantity ordered. You will be charged at the contract rate for the quantity delivered.

11. Claims

Claims arising from damages, delay or partial loss in transit must be made in writing to us, to reach us within 24 hours of delivery. 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 to reach us within 48 hours from the intended delivery date.

12. Liability

Except in respect of death, injury, damage to personal property caused by our negligence and other such situations where our liability cannot be limited in law, any liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods. Nothing in these terms and conditions shall affect any rights of consumers.

13. 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. Cancellation charges can include but are not limited to artwork fees, shipping fees, administration fees, transaction fees, pre-production fees.

14. Colour Variations

Due to the variety of materials and the various printing processes we and our suppliers use, we can't guarantee to match the colours that you provide. We will endeavour to match as closely as possible to these colour references but cannot be held liable for any further costs that may arise.

15. Returns Policy

Unless it is faulty and you have notified us within 24 hours of delivery, all printed stock is non-returnable due to the bespoke nature of the print. All returns must be pre-agreed in writing by contacting Everything Branded and shipped to an agreed return address. In the interest of hygiene and contamination, no returns will be accepted for Foodstuffs, Drink, Hygiene products and Personal Protective Equipment unless they are faulty, you have notified us within 24 hours of delivery and you have given us the opportunity to inspect those goods.