



PURCHASE ORDER

BagCo Ltd
Unit 3 Churchill Court
Hortons Way
WESTERHAM
Kent
TN16 1BT
GBR

Purchase Order Date
25 Apr 2022

Delivery Date
13 Jun 2022

Purchase Order Number
PO11966

Reference
212406 B8809

VAT Number
313904719

Dynamite Promotions
International (UK) Limited
The Long Barn
Down Farm
Cobham Park Road
Cobham
Surrey
KT11 3NE
UNITED KINGDOM

Description	Quantity	Unit Price	Amount GBP
Tote Bag	270.00	0.40	108.00
Origination	1.00	25.00	25.00
Print Cost	1.00	1.15	1.15
Delivery	1.00	13.00	13.00
Subtotal			147.15
TOTAL VAT			29.43
TOTAL GBP			176.58

DELIVERY DETAILS

Delivery Address
STUDIOCANAL Limited
The HKX Building
3 Pancras Square
London
N1C 4AG
GBR

Attention
Jules Bredar
Telephone

Delivery Instructions

Dynamite Promotions International (UK) Ltd.

PURCHASE ORDER TERMS AND CONDITIONS (the "Conditions")

These Conditions are issued by Dynamite Promotions International (UK) Ltd. ("Buyer") and will apply to the purchase order ("Order") issued by the Buyer to the supplier ("Seller") for the goods and/or services ("Goods") identified on the face of this Order. The Seller, by accepting this Order, expressly agrees with the Buyer as follows:

1. This Order may be accepted by Seller subject to the Conditions and on the terms set out on the face of this Order and in any and all documents and/or agreements provided by Buyer and incorporated by reference (collectively "Attachments"), all of which shall constitute the final and complete statement of the terms and conditions of the agreement between Seller and Buyer regarding the purchase and sale of the Goods. In the event that these Conditions conflict with the terms of any Attachment and/or the terms set out on the face of the Order, such terms shall prevail. In the event that these Conditions conflict with any terms and conditions provided by Seller, these Conditions shall be deemed to prevail on acceptance of this Order.
2. Seller shall notify its unconditional acceptance of this Order to Buyer by signing and returning a copy of the Order to Buyer in writing by facsimile or e-mail immediately upon receipt of the Order. If no written notification is given to Buyer within 24 hours of receipt of this Order and Seller commences work in respect of this Order within such time: (i) Seller is deemed unconditionally to have agreed that the terms and conditions of this Order are accepted by Seller in their entirety; and (ii) Buyer shall have the right to treat this offer as having lapsed and Buyer may, in its sole discretion, refuse to accept all or part of the Goods.
3. Seller warrants and agrees that the Goods shall (i) strictly conform in all respects to the applicable sample, drawing design, description and/or specification agreed between Buyer and Seller and with all other requirements of this Order and that the same shall not be altered without the written consent of Buyer; (ii) be of first class quality and free from defects or faults in design, materials and workmanship; (iii) be performed by qualified and competent personnel in accordance with the highest accepted professional and technical standards; (iv) be fit for the purpose(s) intended; (v) comply with all safety tests and procedures as required by law, custom and Buyer (vi) be free from any security interest, lien and/or other encumbrance; (vii) be delivered to the Buyer by the time and date specified on the Order and with good and marketable title; (viii) not (and their use shall not) infringe the rights of any third party; and (viii) comply with all applicable laws, codes, regulations and rules of the countries or origin, of Buyer and of the destination specified on the Order.
4. Seller agrees that time shall be of the essence for the performance of this Order by Seller. Seller shall immediately notify Buyer if Seller will not or may not be able to perform, deliver or complete all or any part of this Order by the specified delivery date (and shall specify the earliest time possible for delivery) whereupon Buyer shall have the option to cancel, upon written notice, all or any part of this Order without obligation to Seller and without prejudice to any of Buyer's other rights and remedies under this Order or at law including, without limitation, to recover as damages its total loss as a result of Buyer's client refusing to accept the Goods late.
5. Upon delivery of the Goods, Buyer shall have the right to inspect all items, work and products of work and reject any items which are not delivered or completed in the quantities ordered (subject to Seller's right to deliver no more than 5 per cent over or under the quantity of any specially imprinted goods ordered) or by the specified delivery date or which do not comply with any warranty or other requirement of this Order although acceptance by the Buyer shall not be construed as a waiver of the Buyer's rights including the right to recover damages for late delivery or completion and for any defective or faulty goods which prove to be unsafe and/or dangerous and/or unfit for their purpose, nor shall the Buyer be obliged to accept further items or work under this Order.
6. Buyer may terminate this Order at any time, without cause, upon reasonable notice to the Seller.
7. Except as otherwise may be provided on the face of this Order (i) all prices specified shall be fixed; (ii) all costs of insurance, packaging, storage and transportation shall be the sole responsibility of Seller (and included in the price specified); (iii) title and risk of loss or damage to any items or products of work shall be solely the responsibility of Seller and shall only pass to the Buyer upon acceptance by Buyer; (iv) all prices specified shall include all taxes, use and excise taxes, fees, assessments and other charges required by law relating to the sale of items or performance of work including any applicable sales tax; (v) the number assigned by Buyer to this Order ("Order Number") shall appear on all tags, invoices, containers, bills of lading, express receipts, packing lists or other orders relating to this Order; (vi) delivery shall be accompanied by a delivery notice describing the contents of each package or container showing weight, quantity and Order Number; and (vii) Seller shall show sales, use or excise taxes, if any, separately on its invoice.
8. Payment of each invoice shall be subject to Buyer's prior acceptance of the Goods and shall be due no earlier than 30 days of the acceptance or delivery of the invoice whichever occurs later.
9. Seller shall, for a period of 3 years after this Order has been completed, maintain all adequate product liability, public liability and employers liability insurance to include contractual operations and products protecting it and Buyer from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Seller's performance of the Order or from or out of any negligent omission of Seller, its officers, directors, employees and sub-contractors.
10. Seller agrees to indemnify and keep indemnified on demand (on an after tax basis) and hold harmless Buyer (and shall defend, if required by Buyer with solicitor and counsel selected by Buyer) and its officers, directors and employees from and against all claims, demands, liabilities, actions, damages, judgments, losses, settlements, costs and expenses (including penalties, interest and solicitor and counsel fees) arising directly or indirectly from or out of any actual or alleged (i) defect in design, material or workmanship of the Goods; (ii) infringement of a patent, trade mark, copyright, design right or other intellectual property right of a third party or misappropriation or disclosure of trade secrets or other confidential information of a third party regarding any item, work or product of work; (iii) negligent or wilful act, error or omission of Seller, its officers, directors, employees, agents or subcontractors; (iv) any delay or failure to deliver the Goods by the specified date of delivery; (v) any damage to, or partial loss of, the Goods in transit and any damage caused to Buyer's own materials provided to Seller; (vi) breach by Seller of any of its obligations hereunder; (vii) breach by Seller of the warranties (express, implied and by statute) and representations made by Seller herein; and (viii) any occupational injury or illness sustained by an employee, subcontractor or agent of Seller. Seller expressly and unconditionally waives its rights to raise as a defence to its obligation under this paragraph any contributory negligence by Buyer.
11. Seller shall at all times maintain and keep confidential (and shall ensure that its employees, sub-contractors and agents shall keep confidential) and not disclose to any other person or entity, all confidential information disclosed by or on behalf of Buyer, including proprietary and/or trade secret information acquired or learned from Buyer in relation to Buyer and the Goods save that this shall not apply to any confidential information required to be disclosed by law or to that which is already in the public domain.
12. For any item and/or work specifically fabricated or produced for Buyer, Buyer shall have exclusive right, title and interest in and to any intellectual property rights created or arising in such work including in any artwork, inventions, works of authorship, methods, processes, designs, moulds, tooling and any other properties made or acquired by, or on behalf of, Seller in relation to this Order (collectively "Work Product") immediately upon creation of such Work Product; and to the fullest extent permitted by law, Seller hereby assigns to Buyer with full title guarantee all right, title and interest in and relating to such Work Product.
13. Any notice, approval, demand, request, document or communication made or given in accordance with these terms and conditions shall be given in writing either by first class post, electronic mail or facsimile transmission and shall be in the English language and sent to the addresses of the Seller and the Buyer set out on the face of the Order or to such other address as the Seller and the Buyer may designate for themselves by written notice to the other. Any such notice given by first class post within one country and bearing sufficient postage shall be deemed to have been received on the next following business day and any notice or communication sent by first class delivery airmail from within one country to an address outside that country and bearing sufficient postage shall be deemed to have been received on the third business day after posting. Any notice or communication sent by facsimile transmission or electronic mail shall be deemed received on the date sent provided the electronic confirmation of transmission is obtained in the case of a facsimile.
14. This Order (together with all Attachments) constitutes the entire and only agreement between the parties in relation to the Order and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written with respect to this Order.
15. No exercise or failure to exercise or delay by either party in exercising any right, power remedy under this Order shall constitute a waiver by that party of any other such right or remedy.
16. Inclusion of express warranties and representations by Seller shall not be deemed to be a waiver of such other warranties as may be implied or express in law.
17. This Order and the relationship between the parties shall be governed by, and interpreted, in accordance with English law and each party submits to the exclusive jurisdiction of the English courts.
18. The provisions of paragraphs 3 and 9 to 18 inclusive shall survive the expiration or earlier termination of this Order.