

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

Telephone: 01959 560500  
Fax: 01959 563034

# Purchase Order

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| Order Number | Order Date | Your Order No / Our Job | Your Account Reference | Promise Date |
|--------------|------------|-------------------------|------------------------|--------------|
| <b>87073</b> | 16/02/2023 | 67906                   |                        | 03/03/2023   |

| Product  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                    | Quantity      | Unit                                 | Price                       |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------|-----------------------------|
| B9821-30 | Seabrook 5oz recycled cotton tote bag - Navy<br>Printed 1 colour to 1 side - white<br><br>Lead time is 10 working days from approval of artwork<br><br>Made from 60% certified recycled cotton (T-shirts) and 40% rPET (recycled plastic bottles)<br>The rPET is added for structure<br>No extra dyes are added<br><br>Priced: Printed 1 colour in 1 position<br>Dimensions: 420 x 380mm<br>Print area: 260 x 225mm<br>Carriage<br>Origination | 500<br>1<br>1 | £0.99 / Each<br>£19.00 /<br>£25.00 / | £495.00<br>£19.00<br>£25.00 |

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

PLEASE SEND EMAIL PROOF BEFORE PRODUCTION

Delivery Address

Natalie Maley  
Schoen Clinic Newbridge  
147 Chester Road  
Streetly  
Sutton Coldfield  
B74 3NE

Order Value £539.00



Rowan Andrews

In these General Conditions Steel City Marketing Limited is referred to as "the Company", the person or other legal entity from the Company is selling is referred to as "the Buyer" and the goods, materials equipment, or services (as applicable) sold by the Company to the Buyer is referred to as "the Product". All sales are made and all orders accepted are subject to the following Conditions.

(b) No amendment or change shall be made to these Conditions except by agreement in writing signed by

- ## 2. QUOTATIONS

(a) All quotations (unless a contrary intention appears on the face thereof) are open for acceptance for a period of twenty days from the date thereof. Any acceptance received late may be accepted by the Company in its discretion in which case it shall be binding upon the Buyer.

3. **PRODUCT AVAILABILITY**

(a) All offers to supply products from stock are subject to the products being available at the time of receipt by the Company of the Buyer's order.

- #### 4. PRICES

(a) Where the Product

- ## 5. TERMS OF PAYMENT

(a) Subject to the following provisions of this Condition unless otherwise agreed in writing, the price will be due and payable by the Buyer for the price of the Product on or at any time after the date on which the Product has been notified by the Company to the Buyer as being ready for collection or dispatch (in the case of sales ~~to~~ <sup>works</sup>) whether notification has been made verbally or in writing or by electronic means, unless the Buyer fails or refuses ~~to~~ <sup>to</sup> delivery of the Product, in which case the Company shall ~~be~~ <sup>be</sup> entitled to invoice the Buyer for the price at any time after the Buyer has been notified that the Product is ready for collection, or the Company has tendered delivery of the Product

- charge the Buyer interest at the rate equivalent to that set for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998;

- ## 6. DELIVERY BY INSTALMENTS

In all cases where the contract provides for delivery by instalments or part deliveries each instalment or part delivery shall be deemed to be a separate contract and cancellation of any one instalment or part delivery shall not avoid or affect access to the other instalments or part deliveries.

(a) Dates for delivery are approximate and unless the parties otherwise agree in writing time shall not be of the essence of contract.

- 8. STORAGE**

(a) The Buyer shall give the Company instructions for delivery of the Product not less than seven days before delivery is ~~required~~ and in all cases such notice must be reasonable

- ## 9. PROPERTY AND RISK

(a) The ownership of the Product shall remain with the Company, which reserves the right to dispose of the Product, until ~~in full~~ <sup>in part</sup> for the Product has been received by it in accordance with the terms of this contract. Until that time the ~~Buyer~~ <sup>Buyer shall</sup> hold the Product as bailee and shall store it in such a way that it can be identified as the Company's property and shall keep it separate from the Buyer's own property and the property of ~~any other person~~ <sup>other persons</sup>.

- (e) Until payment in full is made by the Buyer to the Company in respect of any indebtedness arising other than from a full pay for the Product the subject matter of this order, ownership of the Product shall remain with the Company.

- (h) Notwithstanding the foregoing the Company may at its election and in its absolute discretion by notice in writing to Buyer transfer the property in the Product to it.

(a) Any defects in the Product howsoever arising must be notified in writing to the Company by the buyer within 14 days of receipt

- ## 11. EXCLUSIONS AND LIMITATION OF DAMAGE

(a) The Customer agrees with the Company that if the Customer shall suffer loss or damage as a result of any breach of any of the terms of the contract by the Company or its servants or agents or as a result of the negligence of the Company or its servants or agents then the liability of the Company in respect of such loss or damage shall be limited to the contract price for the Product

- that the potential losses which could or might be caused as a result of any breach or negligence as referred to in this article are greatly in excess and wholly disproportionate to the amount which is being charged by the Company to the Buyer under the provision by the Company of

- that the Company is anxious to keep to as low a level as reasonably possible for the benefit of the Buyer and all the Company's customers its charges in respect of goods provided by it

The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person or property or any loss or expense thereon and against all actions suits claims demands charges or expenses in connection therewith for which the Company may become liable in respect of the Product the subject matter of this contract save in the event that such damage or injury shall have been occasioned by the negligence of the Company its servants or agents

Where material or other property is supplied to the Company by the Buyer or on behalf of the Buyer (whether owned by the Buyer) whether to be held or to be worked upon by the Company for the purposes of this contract the Company accepts responsibility for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

The Company reserves the right to reject an order on giving written notice thereof to the Buyer within seven days of the receipt of the order. In the event of such rejection no liability shall accrue to the Company.

The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Buyer's Company, whether written or verbal, are in all respects complete, accurate and entirely suitable for the Buyer's requirements.

Where the Company agrees to install and/or affix the Product for the Buyer then:

- 17. CONSEQUENTIAL LOSS**

The term "consequential loss" includes claims for breach of contract in respect of losses arising directly and naturally as a result of such breach.

(a) Save in cases where the Company is responsible for the delivery of the Product it shall not be liable for any damages ~~to the~~ or loss in transit or in respect of any claim consequential thereon.

(a) The Buyer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Buyer's instructions whether express or implied.

- ## 20. PACKING

(b) In cases where the Company is responsible for the delivery of the Product the Buyer shall notify the Company in writing any shortage, damage

- (b) The Company uses its best endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit on the ground of alleged unsuitability of packing.

Where the Company agrees to process the Product for the Buyer the Company may at its option subcontract such processing work to a Third Party and in such instance the Third Party's contract conditions (if any) shall apply and bind the Buyer in circumstances where he has been given notice thereof prior to the sub-contract work being performed

- (a) The Company shall be entitled to fulfill any contract by the delivery of 10% more or less than the contract quantity ~~and~~ and the price payable by the Buyer shall be adjusted accordingly. The Company may at its option make up the balance ~~order~~ by the delivery of the balance thereof no later than

(c) The Company will use its best endeavours to deliver the Product ordered by the Buyer but reserves the right without giving the Buyer prior notice to supply alternative products provided they are of a quality and standard equal to the Product ordered.

- 24) If any statement or representation has been made to the Buyer by the Company or its servants or agents upon which the Buyer (other than in the documents enclosed with any Quotation or acknowledgment of any order) has relied, the Buyer must submit statement or representation in a document to be

- confirmed in writing.

26. No Contract may be cancelled by the Buyer except with the written agreement signed by a director of the Company and ~~on terms~~ that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and

28. The Contract is between the Company and the Buyer and is not assignable by the Buyer without the consent of the Company.

- 20. ENGLISH LAW**