

Purchase Order  
Company Confidential

Seller	Billing Address
*** Credit Card Expenses ***	Paragon Customer Communications (London) Ltd
Park House	Credit Control
	Evolution House
London	Choats Road
	Dagenham
EC2M 7EB	
United Kingdom	RM9 6BF
Supplier Code: Credit card costs	Invoices: invoices@paragon-cc.co.uk
Payment Terms: 0 Days	Queries: accountspayable@paragon-cc.co.uk
	Tel: 0208 984 5800

PO Number	ePO030578-LEADGB	Customer Ref	
Order Date	05/06/2023 16:24:27	Ordered By	Kim Sullivan
Campaign Ref	LS25912	Campaign Title	City Fibre Drawstring Bags

Line	Our Reference	Description	Delivery Date	Stock Code	Quantity	Unit Price	Total
1	LS25912-001	City Fibre Drawstring Bags	16/06/2023		400	1.57750	631.00
Purchase Order Total (Excluding VAT and Errors and Omissions Excepted)						GBP	631.00

The Purchase Order Number **ePO030578-LEADGB** MUST be quoted on your Invoice and Delivery Note to ensure payment.

FSC Certification Number **SGSCH –COC – 003133**

PEFC Certification Number **SGSCH-PEFC-COC-000135**

Registered Office

PCC - Lead Supply  
Paragon Customer Communications (London) Ltd  
Lower Ground Floor  
Park House  
16/18 Finsbury Circus  
London  
EC2M 7EB  
United Kingdom  
Company Number  
VAT Number

Registered in England & Wales: **2788181**  
**GB100130213**

# Job Specification for LS25912-001

## LS25912-001 - City Fibre Drawstring Bags :: Quantity 400

### Merchandise Item

Item Description	Bags, Toys & Games
Specification	Recycled Drawstring bag, bright Blue made from 60% recycled waste t-shirt cotton blended 40% R-PET fabric with a natural cotton rope draw cords & metal eyelets

### Packaging Requirement

Product	Most Suitably
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### Environmental

Environmental Type
Environmental Claim

### Delivery

Name	
Address Line 1	
Address Line 2	
Town/City	
County	
Postcode	
Country	
Delivery Type	Other
Delivery Type Option	
Delivery Instructions	
Delivery Comments	Overnight courier: Deliver address: City Fibre Bus Tour, Lindsay Farm, Witney, OX29 6UN F.A.O: Adam Sullivan

# PARAGON'S GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. DEFINITIONS

For the purpose of these terms and conditions of purchase (this "Agreement"): **Goods:** means (to the extent relevant) such Goods as are to be supplied to the Customer by the Supplier; **Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; **Losses:** means all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest fines, penalties, management time and legal and other professional costs and expenses); **Purchase Order:** means an order for Goods and/or Services (which shall be subject to the terms and conditions of this Agreement) issued by the Customer with the corresponding fees to be paid; **Services:** means such Services as are to be supplied by the Supplier to the Customer.

## 2. ENTIRE AGREEMENT

2.1 This Agreement applies 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. None of the instructions, terms and conditions contained in this Agreement and/or any accompanying Purchase Order may be varied, added to, modified, superseded or otherwise altered except by a written instrument signed by the authorised representatives of each Party.

## 3. NO EXCLUSIVITY

3.1 Any Goods or Services are procured from the Supplier on a non-exclusive basis.

## 4. SUPPLY AND DELIVERY OF GOODS

4.1 The Supplier shall deliver the Goods in accordance with any description and specification within the Purchase Order (where one is provided) or as otherwise instructed by the Customer. Supplier shall ensure that any Goods: (i) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) 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 judgment; (ii) where applicable, be free from defects in design, materials and workmanship and remain so for a reasonable time after delivery, taking into account the type of Goods; and (iii) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 The Customer shall have the right to inspect and test the Goods at any time before delivery and for a reasonable time thereafter. If, following such inspection, the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 4.1, the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.3 Title and risk in Goods will pass to Customer on the earlier of either final acceptance by the Customer or payment. Supplier assumes risk of all loss, damage or destruction and return costs of any Goods rejected by Customer.

## 5. SUPPLY OF SERVICES

The Supplier shall provide the Services (to the extent relevant) in accordance with any description and specifications within the Purchase Order (where one is provided) or as otherwise agreed between the parties. The Supplier shall: (i) co-operate with the Customer in all matters relating to the Services; (ii) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement; (iv) ensure that the deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier; (v) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (vi) use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; (vii) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and (viii) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier in a good condition and in safe custody at its own risk until returned to the Customer.

## 6. CUSTOMER REMEDIES

6.1 If the Supplier fails to deliver the Goods and/or perform the Services in accordance with Clauses 4 and 5, the Customer shall (without limiting its other rights or remedies) have one or more of the following rights: (i) to terminate the Agreement with immediate effect by giving written notice to the Supplier; (ii) to refuse to accept the Services and/or resulting deliverables and/or reject any Goods (in whole or in part) whether or not title has passed and, if Goods/deliverables are with the Customer, return them to Supplier at the Supplier's risk and to refuse to accept any subsequent performance of any Services and/or delivery of Goods which the Supplier attempts to make; (iii) in relation to Goods, require the Supplier to repair or replace the rejected Goods, or provide a full refund of the price of the rejected Goods (if paid); (iv) choose to accept all or part of any non-conforming Services and/or Goods and shall retain the right to hold Supplier liable for any loss or damage caused by the non-conformance; (v) to recover from the Supplier any costs reasonably incurred by the Customer in obtaining substitute goods and/or services from a third party; (vi) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and (vii) to claim damages for any reasonably additional costs, loss or expenses reasonably incurred by the Customer which are in any way attributable to the Supplier's failure to meet its obligations.

6.2 The Customer's rights under this Agreement are in addition to its rights and remedies implied by statute and common law.

## 7. CUSTOMER OBLIGATIONS

The Customer shall provide the Supplier with such information as the Supplier may reasonably request and such reasonable access to the Customer's premises for the purpose of providing the Goods and/or Services.

## 8. PRICES AND TAXES

Prices or fees specified in the applicable Purchase Order will be exclusive of VAT or other sales and use taxes unless provided otherwise in the Purchase Order but inclusive of any other incidental costs and taxes including without limitation all insurance, packing charges, customs, duties or the like, and no additional charges shall be added without Customer's express written consent. All taxes to be paid by Customer must be separately itemized on the invoice. In the event that any payment to be made in respect of any invoice issued by Supplier pursuant to this Agreement or a Purchase Order is subject by law to any withholding tax, Customer shall make payment to Supplier of the amount owing, less a deduction for such withholding tax and shall account to the relevant tax authority. Payment of such net sum to Supplier and to the relevant tax authority of the said withholding tax shall, for the purposes of this Agreement, constitute full settlement of the sums owing under this Agreement or the relevant Purchase Order. Customer hereby agrees that it will, upon written request from Supplier and at Supplier's expense, furnish any necessary evidence that may reasonably be required of the payment of the said withholding tax.

## 9. PAYMENT TERMS AND INVOICES

As full consideration for the delivery of Goods and/or performance of the Services and any assignment of rights to Customer, Customer shall pay Supplier the amount specified in the applicable Purchase Order. Supplier shall submit invoices in compliance with the relevant tax legislation and (where relevant) showing applicable Purchase Order number, and as applicable, the description of Goods, quantity, unit prices, extended totals, completion date of Services, shipping date, product serial numbers and any other information reasonably requested by Customer. All properly submitted and undisputed invoices will be paid within sixty (60) days of the date the invoice is received by Customer. Payment of any invoice shall not constitute acceptance of any Goods and/or Services. An invoice may be rejected for non-compliance with any terms and conditions. Any credit memos due to the Customer shall be transacted within five (5) business days. All invoices shall be issued in the currency as set out in this Agreement or the relevant Purchase Order. The mode of payment shall be at Customer's sole discretion and all bank charges or back charges relating thereto shall be borne by Supplier. Any amount that the Customer owes to the Supplier in respect of this Agreement or any Purchase Order, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Customer from the Supplier under this Agreement or any Purchase Order or otherwise.

## 10. LIABILITY

Customer will not be liable to Supplier under this Agreement or by way of contract, negligence or otherwise howsoever for any amounts in excess in the amount Customer paid to Supplier for the applicable good(s) and/or Service(s) in the Purchase Order in the six months preceding the event or circumstance giving rise to such liability. In no event will Customer be liable to Supplier for any incidental, indirect, special, consequential damages, reputational damage or loss of profits arising out of, or in connection with this Agreement, whether or not Customer was advised of the possibility of such damage. Nothing in this Agreement excludes or limits liability that cannot be legally excluded or limited by law.

## 11. INDEMNITY

Supplier agrees to indemnify Customer and its officers, directors, employees, successors, assigns, agents and customers from and against any Losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation) incurred by the Customer as a result of or in connection with: (i) any claim made against the Customer or its customers for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the Supplier, its employees, agents or subcontractors; (ii) 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; (iii) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents or subcontractors; and (iv) any liability or loss incurred by the Customer arising out of or in any way connected with the Goods and/or Services including without limitation defective workmanship, quality of materials and/or Supplier's failure to comply with any applicable law.

## 12. WARRANTIES

The warranties in this Clause 12 shall survive delivery and shall not be deemed waived either by reason of Customer's acceptance of Goods or Services or by payment. Supplier represents and warrants that: (i) it has the full power to enter into this Agreement and to perform its obligations; (ii) it has and will maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement; (iii) it has the right and unrestricted ability to assign to the Customer any intellectual property created exclusively for the Customer in the performance of the Services including, without limitation, the right to assign any such intellectual property created by Supplier's personnel and subcontractors; (iv) Software supplied by Supplier does not contain any harmful code, viruses, worms, or the like; (v) the Goods and/or Services conform to Customer's specifications, (or if none, the Supplier's quotation or proposal, and/or Supplier's brochures or catalogues), and is suitable for its intended use; (vi) all Goods provided are of genuine and authentic manufacture, new and unused, unless otherwise agreed in writing in this Agreement or any Purchase Order; and (vii) Supplier shall not do or omit to do anything which may cause the Customer to be in breach of any contract it has with a third party relating to the Goods and/or Services which could cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

## 13. PERSONAL DATA

This clause 13 shall only apply if and to the extent that the Supplier Processes Personal Data of the Customer or the Customer's clients.

13.1 For the purposes of this Clause 13:

**Data Protection Legislation:** means the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR") (as amended and superseded from time to time) and/or all applicable laws, rules, regulations, regulatory requirements from time to time, in each case in each jurisdiction where the Services are delivered in relation to data privacy.;

**Safe Countries:** means the countries that comprise the European Economic Area and the United Kingdom;

**"Process/Processing", "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Special Categories of Personal Data"** shall have the same meaning as in the Data Protection Legislation.

13.2 Each party confirms that it holds, and will maintain (for so long as is necessary), all registrations and notifications required in terms of the Data Protection Legislation which are appropriate to its performance of its obligations under this Agreement.

13.3 Each party confirms that, in the performance of this Agreement, it will comply with the Data Protection Legislation.

13.4 In so far as the Supplier processes any Personal Data on behalf of the Customer, the Supplier shall: (i) not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the Customer's documented instructions unless Processing is required by law to which the Supplier is subject; (ii) not publish, disclose or divulge any of the Personal Data to any third party, unless directed to do so in writing by the Customer; (iii) not authorise any subcontractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Customer, provided that the Supplier shall remain fully liable to the Customer for any failure by a sub-processor to fulfil its obligations in relation to the Processing of Personal Data.

13.5 The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to UK GDPR. In assessing the appropriate level of security, the Supplier shall take account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

13.6 The Supplier shall take all reasonable steps to ensure the reliability of any employee, agent or contractor has access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data for the purposes of providing the services, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

13.7 The Supplier shall promptly and, in any event, within 36 hours notify the Customer if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data, including requests by a Data Subject to exercise Data Subjects' rights as set out in UK GDPR.

13.8 The Supplier shall co-operate as reasonably requested by the Customer to enable the Customer to comply with the exercise of such rights by a Data Subject and/or to comply with any assessment, enquiry, notice or investigation under any Data Protection Legislation in respect of the Personal Data or this Agreement.

13.9 The Supplier shall notify the Customer without undue delay and, in any event, within 24 hours upon becoming aware of a Personal Data Breach, providing the Customer with sufficient information which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Legislation.

13.10 The Supplier shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach.

13.11 In the event of a Personal Data Breach, the Supplier shall not inform any third party without first obtaining the Customer's prior written consent, unless notification is required by law to which the Supplier is subject.

13.12 The Customer shall, upon giving 14 days' written notice (or such reasonable notice as is required by the UK Information Commission), be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data used in the provision of services to the Customer relating to the processing of Personal Data by or on behalf of the Supplier.

13.13 The Supplier shall provide all reasonable assistance to the Customer with any data protection impact assessments which are required under UK GDPR and with any prior consultations to the UK Information Commission which are required under UK GDPR, in each case solely in relation to Processing of the Personal Data by the Supplier on behalf of the Customer and taking into account the nature of the Processing and information available to the Supplier.

13.14 The Supplier shall not (and shall procure that its sub-processors shall not) under any circumstances transfer the Customer's Personal Data outside of the Safe Countries unless authorised in writing beforehand by the Customer to do so. At the Customer's direction, where the Supplier (or its sub-processors) is to process Personal Data outside of the Safe Countries, 'Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council' (or such other mechanism as directed by the Customer) shall be completed and entered into between the Customer (or any other relevant Data Controller) and the Supplier (or, where applicable, any relevant sub-processor) before such transfer.

13.15 Once the Supplier no longer needs to Process the Personal Data it will securely dispose of the Personal Data and any copies of it or of the information it contains in accordance with the Supplier's Data Retention Policy, which shall at all times comply with Data Protection Legislation.

13.16 The Supplier shall indemnify the Customer against any and all costs, liabilities, damages, obligations, claims, demands and expenses (including reasonable legal fees) incurred by the Customer, made or brought by any person, organisation or authority as a result of the Supplier's unauthorised or unlawful possession or control, or the loss or destruction or damage to any of the Customer's Personal Data or the Supplier's failure to comply with its obligations under this Clause 13.

## 14. INSURANCE

Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Customer in the event of such injury or damage. Supplier further will maintain such additional types and limits of insurance as is customary and appropriate for the Services being provided and for a company of similar size and similar operations to Supplier.

## 15. ANTI-BRIBERY

Supplier shall, and shall procure that its agents, directors, employees, and officers shall: (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Laws"); and (ii) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including but not limited to that which would constitute an offence any Anti-Bribery Laws; and (iii) have, maintain and enforce throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

## **16. TUPE**

The Supplier shall on demand indemnify the Customer from and against all Losses incurred by the Customer arising out of or in connection with this Agreement or its termination, from any transfer or deemed or alleged transfer by operation of law of any of the Supplier's employees or any temporary worker in respect of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended from time to time).

## **17. CONFIDENTIALITY**

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 this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause 17 as though they were a party to this Agreement. 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. This Clause 17 shall survive termination of this Agreement.

## **18. INTELLECTUAL PROPERTY**

18.1. In respect of the Goods and any goods or deliverables that are transferred to the Customer as part of the Services under this Agreement, the Supplier warrants that it has full clear and unencumbered title to all such items and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items.

18.2. The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including any deliverables.

18.3. The Supplier shall obtain waivers of all moral rights in the products, including in any deliverables of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

18.4. The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing the full benefits under this Agreement, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with this Clause 18.

18.5. All materials and provided by the Customer are and shall remain the exclusive property of the Customer.

## **19. TERMINATION**

The Customer reserves the right to cancel this Agreement or any Purchase Order at any time prior to delivery of the Goods or Services and subject to payment of any reasonably-incurred or wasted costs which the Supplier was unable to mitigate after having used reasonable endeavours to do so. Customer reserves the right to cancel all or part of the undelivered portion of this Agreement or a Purchase Order if Supplier does not make deliveries or perform Services as specified, time being of the essence under this Agreement, or if Supplier is in material breach of any of the terms hereof.

## **20. ASSIGNMENT**

The Customer may assign this Agreement and/or any Purchaser Order. The Supplier may only assign a Purchase Order or delegate its responsibilities thereunder with the prior written consent of the Customer.

## **21. PUBLICITY**

Except with respect to internal business communications, or as required by law, neither party shall utilise this Agreement or their relationship with each other for purposes of or in any manner which intentionally gives rise to advertising or publicity, unless the other party shall consent in advance in writing.

## **22. THIRD PARTIES**

A person who is not a party to this Agreement shall not have any rights to enforce its terms

## **23. NOTICES**

All notices which Supplier is required to give to Customer shall be mailed, postage prepaid and by traceable services to: Legal Manager, Paragon Customer Communications, Park House, 16 – 18 Finsbury Circus, London EC2M 7EB. All such notices shall be deemed to be delivered within 48 hours of posting.

## **24. SEVERANCE**

If any provision or part-provision of this Agreement 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 24 shall not affect the validity and enforceability of the rest of this Agreement.

## **25. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

## **26. CHOICE OF LAW**

This Agreement and any dispute or claim arising out of or in connection with its or its subject matter or formation, (including non-contractual disputes or claims), shall be governed by and constructed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.