Purchase: PO078046

09/11/2023

To:

Bagco Ltd
3 Churchill Court
Horton's Way
Westerham
Kent
TN16 1BT,

Deliver To:

Steven Belcher
Ghillie Kettle Company
Unit 8, Weights Lane
Redditch
Worcestershire
B97 6RG

Date: 09/11/2023 **Title:** Promotional Products

Description	Qty	Price Ea	Total
Eynsford' Drawstring Bag Includes Plain Stock Black Plain Stock Supplier Item Number B5010R	100	£1.010	£101.00
Print Setup (Origination)	1		
Delivery/Carriage	1		
Delivery Date 12/11/2023 23:00:00			
		TOTAL	£101.00

Terms and Conditions

1. These terms and conditions apply to all orders. Receipt of acknowledgment of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you. Where the term "Company" is used this will represent Everything Branded Limited, a trading name of EverythingBranded.co.uk. For the most up to date Terms and Conditions, please refer to our website.

2. Payment Terms - Approved Accounts. Payment shall be made in full within 30 days of receiving an invoice, unless we have agreed special settlement terms in writing. New Accounts - On all orders full payment is required on order placement. Credit is available subject to three positive payments on a pro-forma basis, alongside satisfactory credit checks.

2.1 Payment Terms – Pro Forma – Pro forma invoices are due for payment immediately upon order placement. Production of orders will not begin until the invoice has been paid in full. Delay in payment can cause delay in the overall lead time for your order. Everything Branded cannot be held responsible for failure to fulfil a delivery date as a result of late payment.

3. Passing of Title and Risk - The risk of the goods shall pass to you on delivery. All goods, delivered or not, remain our property until payment is received in full. Until such time as payment in full is made, you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment by you for such goods 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 upon the property where the goods are stored and repossess and remove the same. You hereby grant us irrevocable licence to enter your premises for the said purpose.

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 pantone/CMYK colours cannot be determined on the website, unless an exact colour match is listed.

5. Quotations and Contracts - Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation or accepted contract, we shall be entitled to charge such increases to you. All quotations are valid at the time of quoting, error and omissions excluded.

6. Prices - Where applicable all prices are subject to VAT at the current rate. Prices quoted on this website are guide prices only subject to viewing final artwork. Once artwork and full specifications have been finalised, a quotation price will be confirmed. In most cases pricing is for non-branded items, without setup costs, printing costs, shipping and handling fees, and any other potential product specific costs. We aim to keep our pricing 100% accurate, however due to the fast-paced industry and nature of the online consumer product industry a small number of items on our website may be mis-priced due to updates. Whilst we aim to notify you at point of sale or enquiry, we reserve the right to alter our pricing without notice and refuse or cancel any orders placed on mis-priced product.

7. Delivery and Lead Times - Every effort will be made to deliver on time, but any delivery day or lead-time specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery. Special express deliveries can usually be arranged but will usually be subject to additional charges (e.g. express print charges and express delivery charges) that will be charged to you at current commercial rates. Lead times will be deemed to commence at the date and time that
the Company receive in writing, "signed off" approval of the artwork that the Company supplied to the client, and payment is received in full where applicable. Due to the bespoke nature of the goods ordered, no loss or liability is accepted for delay or error in delivery date.

8. Quantity variations - We shall be deemed to have fulfilled our contract by delivery of a quantity within 10% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

9. Claims - Claims arising from damages, delay or partial loss in transit must be made in writing to us, to reach us within 48 hours of delivery. All claims regarding the quality or quantity of the goods shall be made in writing to us, to reach us within 5 days of receipt of goods or such goods shall be deemed to comply as to quality and quantity with the terms of the contract. 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.

10. Liability - Save in so far as defects in the goods cause death, injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedures set out in 9. Nothing in these terms and conditions shall affect the right of a consumer.

11. 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. All orders may incur a re-stocking fee in the event of a cancellation. If cancellation is requested after final artwork stage a minimum cancellation fee of Â£49.95 will be applied to orders up to Â£1000, or 5%of the total order value for orders exceeding Â£1000 in value. Cancellation fees apply regardless of orders placed on account or pro-forma basis.

12. Foodstuffs, Liquids and Drinkware – In the interest of hygiene and contamination, no returns will be accepted for plain stock goods in these categories. Our standard returns policy stands for branded stock.

13. Outstanding Payments - No goods will be delivered on accounts that remain unpaid 14 days after payment is due. Interest will be charged on overdue accounts, at the rate of 5% above the Barclays Bank PLC base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights, we may have against you. We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

14. Artwork and Printing - All artwork and printing charges will be levied where necessary unless previously stipulated by us. Where applicable the prices shown do not include artwork and are advertised as unimprinted. For customisation, additional print colours and positions of printing pricing will be presented on a quotation basis. Print tolerance refers to the variation of print location in mass production. Due to the manufacturing process on some items, items printed within the same batch may have a variation of up to 5mm on the final product.

15. Changes to Artwork - In order to print efficiently from the artwork, you supply, it may be necessary to adjust or redraw your artwork. You will be advised of the changes made. No printing will take place until the Company has received in writing your "signed off" approval of the artwork. In order to sign off your artwork we will send you an artwork approval form via email illustrating how your artwork will look on your chosen product. This MUST be checked thoroughly and signed off. The job will not commence until we have received in writing this signed off approval. You must notify us of any discrepancy in the artwork or order as we DO NOT accept any liability of any post-completion errors or omissions. In some cases, issues or concerns with the artwork cannot be identified at visual stage and will become apparent during production. In this instance you will be notified of any issues, and/or changes required. No liability is accepted for any delay caused due to required artwork changes. As a result of changes if cancellation is requested please refer to article 11 for any cancellation fees.

16. Colour Variations - Due to the variety of materials and the various printing processes utilised by the Company and its suppliers, no guarantee can be given to match exact pantone/CMYK colours provided by the client. The Company will endeavour to match as closely as possible to these colour references but cannot be held liable for any further costs that may arise. If no pantone/CMYK match has been requested in writing, with reference to the relevant colour code then the closest stock print colour will be printed.

17. Returns and Cancellations Policy - Please review full policy at https://www.everythingbranded.co.uk/returns. All printed stock is non-returnable due to the bespoke nature of the print. These are considered personalised goods made to your specifications and cannot be re-sold to anyone else. All returns must be pre-agreed in writing by contacting Everything Branded and shipped to an agreed return address.

18. Force Majeure - Everything Branded 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, Labour Strikes, Congestions at Ports of Entry, Customs Delays, accuracy of information provided by client, or failure of subcontractors to perform.

19. Customs and Overseas Deliveries - For all our overseas deliveries we only use well known carriers including, but not limited to, UPS, DHL and FedEx. Even though we do our best to include all custom charges there may be times that the country of origin will require the receiver to pay these charges for goods to be released. If you are outside of the UK and place an order with any of the Everything Branded group websites, you are confirming that you are aware there is a chance of extra fees and that Everything Branded Limited is not liable for these costs and any delay that may be caused due to this. Please note that we will always help our clients in resolving any customs issues to the best of our ability, however sometimes depending on the country this can only be resolved locally. In the event of a client choosing to use their own shipping account the logistical responsibility and indemnity insurance will be the responsibility of the client.

20. Suppliers and Warranties - All products and services available for order through Everythingbranded.co.uk are distributed on behalf of third-party suppliers, unless otherwise indicated, and are sold with the Supplier's limited warranty. The warranty periods and service vary by Supplier and product. Details of the warranty by product are available through written request to Everythingbranded.co.uk. Except for the Everythingbranded.co.uk Return Policy, all of your rights and remedies with respect to your order, purchase, possession, and use of the products and services and all maintenance, update, warranty, liability, and any other obligations related to the products and services, if any, shall be governed by the applicable policies and procedures of the Suppliers.

21. Order Acceptance - The advertisement of any product on this website does not constitute as an offer to sell. Receipt of an order confirmation does not imply our acceptance of your order. Any order placed with Everythingbranded.co.uk is subject to review. Everythingbranded.co.uk reserves the right at any time after purchase to accept or decline your order. All orders placed must be completed with an acceptable method of payment. We may require further verification or information before accepting or completing your order.

23. Post-Purchase Confirmation - Post completion of purchase you may be required to provide additional information, or confirmations. These include but are not limited to payment details, order details, address or contact information related to your order, artwork changes or approvals. Everythingbranded.co.uk will not be held responsible for any delay to an order due to failure, or delay to respond to any confirmation request.