

purchase order



Order No.	P3321
Date	March 26, 2024
To:	BagCo
Our Ref.	CIFAS Tote Bags

Description	Value
B9975 – Dymchurch Recycled 10oz Cotton Shopper Tote Natural Qty: 500 @ £2.05 each Print Cost: 500 @ £0.87 each Setup Carriage	£1,025.00 £435.00 £75.00 £42.00
TOTAL	£1,577.00
Delivery ASAP <u>UNDER PLAIN COVER</u>	
Delivery Address: FAO Greg Johnson Cifas 6 th Floor Lynton House 7-12 Tavistock Square London WC1H 9LT	

On behalf of Thesourcer.com Limited

Eliza Rudowicz
Project Co-Ordinator

Thesourcer.com Limited Standard terms and conditions of business attaching to purchase order.

1. In the event of these terms of business being in conflict with the supplier's terms or conditions these terms of business shall prevail.
2. Please note we operate an ethical sourcing policy, so it is important that all our suppliers comply with the Ethical Trade Initiative. Notwithstanding local laws or custom every supplier must ensure workers are treated fairly and prohibit the use of child or slave labour. You can find information on <http://www.ethicaltrade.org>
3. The intellectual property rights relating to any material made available by Thesourcer.com Limited to the supplier shall continue to belong to Thesourcer.com Limited's client or Thesourcer.com Limited as appropriate and the supplier shall acquire no interest in such material of any nature whatsoever.
4. The supplier shall on delivery of merchandise or other services to Thesourcer.com Limited be deemed to grant to Thesourcer.com Limited and its client all necessary licences and consent in connection with the intellectual property rights in respect of the manufacture design or otherwise of the merchandise or services supplied to Thesourcer.com Limited for the purposes of the use or promotion of such merchandise or services and for all other purposes within the contemplation of the parties at the time of the said delivery.
5. Unless otherwise agreed in writing, terms of payment are 60 days from the end of the month in which an invoice is dated following successful delivery of goods or services.
6. The supplier shall give to Thesourcer.com Limited a full and effective indemnity in respect of loss arising of any nature whatsoever as a result of the supplier's non-performance in respect of any of these conditions or non-compliance with the conditions or timetables required by Thesourcer.com Limited either at the time of order or as a result of any agreed variation evidenced in writing.
7. The supplier shall warrant to Thesourcer.com Limited for the benefit of Thesourcer.com Limited and its client as follows: -
 - a) Every item of merchandise supplied shall be of merchantable quality, free from defects in design, quality & workmanship, conform to specifications, fit for its purpose, to a satisfactory level of quality and be of a standard not less than any samples submitted prior to the date of the order and as safe as is required by all applicable laws and regulations.
 - b) Each of the items supplied shall comply in design and construction and quality with all relevant requirements of any statute, statutory rule or order or other instrument giving the force of law and with all EU directives and with all relevant codes of practice including but not limited to British standards specification and other regulations effecting the same which may be in force when the items are supplied.
 - c) Each of the items supplied will comply with the quality guidelines if any notified to the supplier prior to the order being made.
 - d) The quality and quantities of each consignment of the items shall have been checked prior to or during the packaging of such completed items.
 - e) The labelling of the items shall comply with the requirements of any statute or other instrument having the force of law and that all necessary information about the use for which the items are supplied has been provided to Thesourcer.com Limited.
 - f) The items will be supplied at the supplier's expense with quality control certificates and certificates of conformity and all other necessary documentation including but not limited to documentation certifying that the items are suitable in all respects.
 - g) Thesourcer.com Limited shall be under no obligation to verify the quality or quantity of the items in each consignment but should Thesourcer.com Limited decide to carry out any verification which discloses discrepancy in quantity and/or quality the supplier shall forthwith fulfil its obligation as to quantity and/or quality and reimburse Thesourcer.com Limited the costs of such verification.
 - h) Thesourcer.com Limited will be notified of any properties of the items or the packaging of which Thesourcer.com Limited ought to be aware when supplying the items to their client or in respect of which their client should be aware before supplying items to the general public or otherwise.
 - i) Unless otherwise negotiated and agreed, then the supplier will be responsible for obtaining all necessary import licences in respect of the items and fully insuring all items in transit until delivered to Thesourcer.com Limited or to the delivery address specified by Thesourcer.com Limited in writing and the properly authorised execution of a receipt in respect thereof against all usual risks both such matters to be at the expense of the supplier.

- j) If within the period after delivery specified if the order we give notice in writing to you of any defect or failure in the Work then you shall promptly replace or repair the Work so as to remedy the defects without cost to us. If no Guarantee Period is specified in any order, then the Guarantee Period shall be 12 months.
8. Provided this clause shall only apply to items specifically designed to satisfy Thesourcer.com Limited's order or where the volume of items to be purchased commercially justifies Thesourcer.com Limited's request for exclusivity then the supplier acknowledges an obligation not to supply items similar to those supplied to Thesourcer.com Limited to any customer involved in a trade or business or other commercial activity similar to or in competition with Thesourcer.com Limited's disclosed end-user of the items unless Thesourcer.com Limited shall have consented to such supply in writing such restriction to prevail for twelve months from the date of the delivery of the last consignment to Thesourcer.com Limited.
9. We do not grant permission to you to use materials and / or confidential information supplied by us for any purpose other than the supply of the Work under the Order. You shall not without our prior written consent make any public announcement regarding your work or relationship with us or exhibit, display or make available to third parties any of the Work.
10. The supplier will take all proper steps to keep confidential any information not within the public domain which is disclosed to or obtained by it pursuant to or as a result of it's dealings with Thesourcer.com Limited and will not divulge the same to any third party and will allow access to the same to it's own staff only on a "need to know basis" except to the extent that any such information becomes public through no fault of that party and upon termination of the agreement with Thesourcer.com Limited the supplier will return to Thesourcer.com Limited any equipment and unwritten data (without retaining copies thereof) provided for the purposes of the agreement notwithstanding the termination or expiry of the agreement for whatever reason the obligations and restrictions in this clause shall be valid for a period of three years from the date of the delivery of the last consignment to Thesourcer.com Limited.
11. Nothing contained in the agreement shall be so construed as to constitute either Thesourcer.com Limited or the supplier to be the agent of the other.
12. The agreement shall not operate so as to create a partnership or joint venture of any kind between the supplier and Thesourcer.com Limited
13. The agreement with Thesourcer.com Limited shall not be assigned or transferred (nor the performance of any obligations thereunder subcontracted) by the supplier except with the written consent of Thesourcer.com Limited.
14. Any data provided must be treated as confidential in line with our Privacy Policy <https://www.thesourcer.com/privacy-policy/> and compliant with any GDPR or other data protection legislation.
15. In performing your obligations under this Agreement, you shall (and shall procure that your agents, employees and sub-contracts shall) comply with, and shall ensure that the Work complies with, all requirements and obligations under the Environmental Protection Act 1990 (the "EP Act") in respect of controlled waste (as defined in EP Act). You shall provide to us all such information, in a timely manner, that we might request for the purposes of ensuring our compliance with the EP Act and/or evidencing your compliance with the EP Act and afford us all such assistance as we may from time to time require to ensure our compliance with the EP Act.
16. The agreement shall be governed by and construed in accordance with English law and Thesourcer.com Limited and the supplier agree to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under the agreement.

Thesourcer.com Limited, Laurel House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW

Reviewed February 2020