Limelight
BRANDED MERCHANDISE

Purchase Order

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

Telephone: 01959 560500
Fax: 01959 563034

Order Number	Order Date	Your Order No / Our Job	Your Account Reference	Promise Date
84300	23/09/2026	26077		05/10/2026

Product	Description	Quantity	Unit	Price
R9041	Black 10oz Cotton Canvas Tote Shopper - R9041 10oz durable canvas tote shopper bag. Made from all natural environmentally friendly cotton canvas (280 gsm) with a handy side pocket and matching natural cotton webbing handles. Dimensions: 310x360x130mm Product Colour: Black			
	Printed full colour to both sides	150	£5.42 /	£813.00
	Origination	1	£29.00 / Total	£29.00
	Delivery	1	£20.00 / Total	£20.00

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

Delivery Address

Ms Rebecca Gordon
RPC (Reynolds Porter Chamberlain LLP)
Tower Bridge House
St Katharines Way
LONDON
E1W 1AA United Kingdom

Order Value	£862.00

FAO Rebecca Gordon

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Order subject to our standard terms and conditions, as follows:

Interpretation

In these Conditions: 'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

'GOODS; means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.

'SELLER' means Limelight Global Publicity (registered in England & Wales under number 5034718)

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

'CONTRACT' means the contract for the purchase and sale of the goods.

Any reference to these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

This Agreement and the supply of the Goods is governed by The Supply of Goods and Services Act 1982.

Any reference to the singular shall also impart the plural and any reference to the masculine shall also impart the feminine.

Basis of the Sale

The Seller shall supply and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing, in entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Orders and Specifications

No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed either in writing by the Seller or (if earlier) the Seller delivers the goods to the Buyer or commences performance of the services.

The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on terms that the Buyer shall indemnify the Seller in full against all loss (including the loss of profit), costs (including the cost of all labour and materials used), damages, charges an expenses incurred by the Seller as a result of the cancellation.

Price of the goods

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to cover any increase in the cost to the Seller which is due to any factor beyond control of the Seller (such as, without limitation, a foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other components of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on ex works basis, and where the Seller agrees to deliver the Goods otherwise that at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

Terms of Payment

Subject to any special terns agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

Subject to any special terms agreed in writing between the Buyer and the Seller, the buyer shall pay the price of the Goods (without any other deduction) within 30 days of the date for the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Good s has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

If the Buyer fails to make any payment of the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

Cancel the contract or suspend any further deliveries

Appropriate payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any appropriation by the Buyer; and

charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above Barclays Bank's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

Delivery

Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection, or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

While every effort will be made by the Seller to effect delivery in accordance with any arranged dates quote for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused, nor is time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date.

Where delivery of the Goods is made by the Seller in bulk, the Seller reserves the right to delivery up to 5% more or less than the quantity ordered without any adjustment in the price and the quantity so delivered

shall be the quantity deemed ordered, and therefore the Goods shall be invoiced for accordingly.

Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's default), then, without prejudice to any other right or remedy available to the Seller, the Seller may:

store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or;

sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

For the avoidance of doubt the reasonable costs referred to in clause 6.6.1 will include charges made by the Seller for the storage and extra delivery costs.

Risk and Property

Risk of damage to or loss of the Goods shall pass to the Buyer.

In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

In the case of Goods being delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary bailee, they shall keep the goods separate from those of the Buyer and third parties and property stored, protected and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible goods, properly stored, protected and insured.

Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to required the Buyer to delivery up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forth with become due and payable.

Warranties and Liability

Subject to the conditions set out below the Seller warrants to use reasonable skill and care with regards to any design, description or specification as agreed in the supplier's quotation and/or the purchase order.

The above warranty is given by the Seller subject to the following conditions:

the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer and shall not be responsible for verifying the adequacy thereof.

the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.

the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

the Seller accepts no responsibility for the consequences of combining the Seller's products with other products or for the use or servicing or repacking the Seller's products.

Subject as expressly provided in these Conditions, and where except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terns Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

Any claim by the Buyer which is based on any defect in the quality of condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the goods (or the part in question) free of charge.

Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer or any representation , or any implied warranty, condition or other term, or any duty or common law, or under the terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever and whether caused by the negligence of the Seller, its employees or agents or otherwise, which arise in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the reasonable Seller's control;

Fire, lightning, explosion, storm or severe weather, flood or escape of water, earthquake or other natural disaster.

Act or threat of war and/or terrorism, riot, civil commotion, insurrection and any nuclear or toxic incident.

Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

Import or export regulations or embargoes;

Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

Power failure or breakdown in machinery

Any consequence caused by Coronavirus Covid-19 or any other national or global pandemic including but not limited to unavailability of labour and/or materials.

Indemnity

If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, trade mark or other industrial or intellectual property rights of any other person, it is agreed that:

the Seller is given full control of any proceedings or negotiations in connection with such claim;