

SALES INVOICE

Invoice to:

QOBEY LTD QO002
SUITE 2527, UNIT 3A
34-35 HATTON GARDEN
HOLBORN, LONDON, EC1N 8DX
UNITED KINGDOM

Delivered to:

QOBEY LTD QO002D
UNIT 18, SPACE BUSINESS CENTRE
SMEATON CLOSE, AYLEBURY
HP19 8FJ
UNITED KINGDOM

Credit Terms: Cash Payment NF

YOUR ORDER REFERENCE:

OUR ORDER NUMBER: 368370

CONSIGNMENT NUMBER: C-36239

DATE ORDER RECEIVED: 09/03/2023

INVOICE NUMBER: OP/I347120

INVOICE DATE: 03/04/2023

SALES REP: MH

YOUR VAT REG NUMBER: N/A

PRODUCT CODE	DESCRIPTION	BARCODE	QUANTITY	LIST PRICE	DISC %	NETT PRICE	NETT VALUE	VC
HOYAN072	YANKEE CANDLE 104G SMALL JAR JASMINE	5038580004472	36	2.250	0	2.250	81.00	V
HOYAN364	YANKEE CANDLE 623G LARGE JAR SUNNY	5038581091280	48	8.500	0	8.500	408.00	V
HOYAN520	YANKEE CANDLE 623G LARGE JAR SUNSET	5038581123547	48	8.500	0	8.500	408.00	V
HOYAN317	YANKEE CANDLE 623G LARGE JAR BEACH	5038581112954	48	8.500	0	8.500	408.00	V
HOYAN365A	YANKEE CANDLE 623G LARGE JAR TROPICAL	5038581112909	24	8.500	0	8.500	204.00	V

VC	VAT RATE	GOODS AMOUNT	VAT AMOUNT
V	20%	1,509.00	301.80

CURRENCY
GBP

TOTAL VALUE	1,509.00
VAT	301.80
TOTAL DUE	1,810.80

Payment Details

Currency: GBP
Account Name: Pricecheck Toiletries Limited
Bank: Bank of Scotland
Sort Code: 12-18-68

Account Number: 06024422
BIC / Swift: BOFSGB21278
IBAN: GB52 BOFS 1218 6806 0244 22

PRICECHECK TOILETRIES LIMITED
V.A.T. Number: GB308152385
Registration Number: 1359451
Registered Office: Old Colliery Way, Beighton, Sheffield, S20 1DJ, UK

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions
All orders accepted by us (Pricecheck Toiletries Limited) and all quotations accepted by you (the Purchaser) are subject to the following terms and conditions which shall prevail over any other terms or conditions which you may seek to introduce, unless otherwise expressly agreed in writing by one of our directors. We (Pricecheck Toiletries Limited) reserve the right to alter these terms and conditions of sale at any time.
2. Payment
a) Unless credit terms have been specifically agreed in writing, payment is required on the issue of a proforma invoice. Where credit terms have been agreed, the credit period shall proceed from the point at which the risk passes to the customer (as outlined in condition 6.) b) All payments which are not received when payable will be considered overdue. In such a case we shall be entitled to charge interest at the rate of 8% plus the Bank of England base rate per annum from the time when such becomes due for payment, until they have been paid in full.c) We reserve the right to withdraw credit facilities and suspend deliveries if circumstances arise which in our view oblige us to do so.d) The purchaser shall bear any bank charges.
3. Discount
Please note that we do not give settlement discount.
4. Delivery
a) Any date given by us for the delivery of any goods is an estimate only and we shall not be liable for any delay in delivery however caused.
b) We do not deliver goods outside our premises unless the invoice value (exclusive of VAT) of the consignment is more than £1500.00 (Mainland UK Only)
5. Claims
a) We will at our own cost and expense repair and/or replace at our discretion the whole or any part of the goods forming the subject of the Contract which are defective in quality, under delivered or fail to comply with any specification laid down in the Contract subject however to the following conditions:
(i) In the event of any matter giving rise to complaint; you must give notice thereof to us within three days of the date of the delivery of the goods to the destination agreed in the Contract.
(ii) Following notice of complaint we must be given a reasonable opportunity of examining the relevant goods.
(iii) In the event of damage occurring to the goods during transit you must give written notice to us within three days of the date of delivery to the destination named in the Contract and further where such goods are consigned by an outside carrier you must in addition comply in all respects to that carriers conditions of carriage for notification of claims or loss or damage in transit.
b) Save as mentioned in sub-paragraph (a) above we shall be under no liability whatsoever whether contractual tortious or statutory for any defect of quality shortfall of quantity breach of specification or any other matter in relation to goods supplied or for any consequential damage however caused thereby incurred by you or any other person firm or corporation and whether arising directly or indirectly from any matter complained of in relation to the goods.
c) Any condition warranty or statement as to the quality of the goods or of their fitness for any purpose whether expressed or implied by any statute trade custom or otherwise is deemed excluded unless expressly accepted in writing by us.
6. Risk
Risk of damage to or loss of goods supplied will pass to you:
a) in the case of goods collected from our premises, at the time of collection or
b) in the case of goods to be delivered otherwise than at our premises at the time when we so deliver the goods.
7. Retention Of Title
7.1 Subject to Clause 7.3, title to any goods supplied shall not pass to you until Pricecheck Toiletries Limited receives payment in full (in cash or cleared funds) for:
a) the goods in question;
b) any other goods that Pricecheck Toiletries Limited has supplied to you; and
c) any other payment which may be owed by you to Pricecheck Toiletries Limited from time to time;
7.2 Until title to any goods has passed to you, you shall:
a) store those goods separately from all other goods held by you and so that they remain readily identifiable as the property of Pricecheck Toiletries Limited;
b) make clear in any asset or stock registers maintained by you that those goods are the property of Pricecheck Toiletries Limited;
c) not remove, deface or obscure any identifying mark or packaging on or relating to those goods;
d) maintain those goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (and apply the proceeds of any such insurance in the same manner as provided under Clause 7.3(c) for proceeds of sale);
e) notify Pricecheck Toiletries Limited immediately should you become subject to any of the events listed in Clause 8 (and you shall also inform any receiver, manager, administrative receiver or similar who may be appointed with respect to any of your assets that those goods belong to Pricecheck Toiletries Limited and are not assets belonging to you); and
f) give Pricecheck Toiletries Limited such information relating to those goods as it may require from time to time.
7.3 Subject to Clause 7.4, you may resell goods on an arm's length basis in the ordinary course of your business before Pricecheck Toiletries Limited receives payment for those goods. However, if you do so:
a) any such sale shall be by you as principal and not as agent for Pricecheck Toiletries Limited;
b) title to the goods in question shall pass to you immediately before the time at which such resale occurs; and
c) the proceeds of any such sale shall be applied in the first instance to satisfy any outstanding payments due from you to Pricecheck Toiletries Limited and accordingly any such proceeds shall be held by you in a separate and identifiable manner as the property of Pricecheck Toiletries Limited and shall not be mixed with other funds nor paid into any overdrawn bank account.
7.4 If before title to any goods passes to you, you become subject to any of the events listed in Clause 8, or Pricecheck has any reasonable grounds to believe that you will be unable to pay in a timely manner, without limiting any other right or remedy Pricecheck Toiletries Limited may have (and regardless of whether you have notified Pricecheck Toiletries Limited of the occurrence of the event in question):
a) your right to resell and possess any goods in which title has not yet passed to you shall immediately cease; and
b) you shall promptly deliver up those goods to Pricecheck Toiletries Limited on demand and should you fail to do so (or in any event should Pricecheck Toiletries Limited so elect) you shall permit Pricecheck Toiletries Limited to recover those goods in accordance with its rights under Clause 7.5.
7.5 You shall allow Pricecheck Toiletries Limited or its authorised representatives on request access any premises where any goods in respect of which title has not passed to you may be stored (or in the case of any premises not under your direct control, you shall procure that such access is granted for Pricecheck Toiletries Limited or its authorised representatives) for the purposes of inspecting those goods and verifying your compliance with this Clause 7 and/or where your right of possession of those goods has ended, for the purposes of recovering those goods.
- 7.6 Notwithstanding the date acceptance of these terms and conditions, these terms and conditions shall apply with retrospective effect to all past and future supplies of product by Pricecheck Toiletries Limited.
8. Insolvency
If:
a) you make any voluntary arrangement with your creditors; or
b) (being an individual or firm) become bankrupt; or
c) (being a company) you become subject to an administration order or go into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
d) a receiver or administrative receiver is appointed of any of your property or assets; or
e) you cease or threaten to cease to carry on business; or
f) we reasonably apprehend that any of the above events is about to occur and we notify you accordingly; then
as well as having any other remedies we shall be entitled to cancel all existing orders for goods placed by you or suspend any further deliveries of goods placed by you or suspend any further been delivered to you and not paid for the price shall become immediately due and payable.
9. Third Party Rights
Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract pursuant to the Contract (Rights of Third Parties) Act 1999.
10. Force Majeure
a) In no event shall we be liable for any failure to perform which is due to force majeure. As used here the term "force majeure" means any event beyond the reasonable control of us including but not limited to fire, flood, earthquake, explosion, inclement weather or unforeseeable natural occurrence or accident; strikes, lock-outs, work-to-rule, or other labour disputes; war, civil unrest, acts of vandalism, or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, civil or military authority; delay, cancellation or disruption of travel arrangements; illness or injury to personnel; any pre-emption, failure, degradation or severance of any facility or equipment that we have procured for the provision of business.
b) If our performance of any of our obligations hereunder is prevented, restricted or interfered with by reason of force majeure as defined above, then we, upon giving as prompt notice to you as is reasonably possible, shall be excused from such performance to the extent of such prevention, restriction, or interference and shall, if possible, continue performance hereunder whenever such causes are removed.
11. General
a) Any notice under these conditions must be in writing addressed to the other party at its registered or principal place of business.
b) No waiver by us of any breach of these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
c) Should any of these Conditions be found by a court or other competent authority to be void or unenforceable, in whole or in part, such provision shall be deemed to be deleted from these Conditions and the remaining Conditions shall continue in full force and effect.
d) These Conditions and the Contract shall be construed according to English Law and the parties hereto submit to the non-exclusive jurisdiction of the Courts of England and Wales.

By placing an order, the purchaser acknowledges to have received and understood the contents of these Terms and Conditions and also acknowledges that they govern all contracts between the purchaser and Pricecheck Toiletries Limited.