



PurePay Retail LTD

Global House
5 Castle Street
Carlisle
CA3 8SY
Tel. 01228 210600
VAT No. 361 8656 73

PURCHASE ORDER CONFIRMATION

PO Number 654088
PO Date 01-02-2023
Ship Date (Ex Factory) 26-06-2023
ETD 03-07-2023
ETA 14-08-2023
In Warehouse Date 21-08-2023
Cancel Date 21-08-2023
Freight Method SEA
Country Of Origin MYANMAR
Currency US2
Payment Terms 90 DAYS STORMBOURN 7-10 12.25%
Ship Via NA
FOB City YANGON
Local Office (Agent) NA
Status Draft

Supplier

ERDOS EUROPE SRL (USD)
VIA TORTONA 37
MILAN
20144

Supplier Factory

Deliver To

Kingmoor Flat
Edinburgh Woollen Mill
Unit A, Kingmoor Park
Carlisle

Bar Code Tickets : Yes

Pack Labels : No

Carton Labels : Yes

Line	Style	Colour/Dim	Description	Typ	Quantity Instructions					Order Qty	Price	Total Cost
1	2138266	GY3 Dark Grey 1	CASHMERE MENS VEE GY3	Bulk	S	M	L	XL	XXL			
	Proto Ref	EWM Ref			21	60	71	48	0	200	49.77	9,954.00
	LMM027GY3	CHARCOAL0518										
					Total Unit Color GY3					200		9,954.00
2	2138268	NV2 Mid Navy	CASHMERE MENS VEE NV2	Bulk	S	M	L	XL	XXL			
	Proto Ref	EWM Ref			21	60	71	48	0	200	49.77	9,954.00
	LMM027NV2	NAVY0287										
					Total Unit Color NV2					200		9,954.00
3	2138270	GY2 Mid Grey	CASHMERE MENS VEE GY2	Bulk	S	M	L	XL	XXL			
	Proto Ref	EWM Ref			31	91	106	72	0	300	49.77	14,931.00
	LMM027GY2	GREYSTORM1277										
					Total Unit Color GY2					300		14,931.00
4	2138272	BL3 Dark Blue 1	CASHMERE MENS VEE BL3	Bulk	S	M	L	XL	XXL			
	Proto Ref	EWM Ref			51	151	177	121	0	500	49.77	24,885.00
	LMM027BL3	DKCOBALT8969										
					Total Unit Color BL3					500		24,885.00

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5	2138274	GR3 Dark Green 1 GR3	CASHMERE MENS VEE GR3	Bulk	Total Unit Style LMM027BL3					500	49.77	24,885.00
	Proto Ref	EWM Ref			S	M	L	XL	XXL			
					36	106	124	84	0			
6	LMM027GR3	SPRUCE6500	CASHMERE MENS VEE PR3	Bulk	Total Unit Color GR3					350	49.77	17,419.50
	Total Unit Style LMM027GR3					350	17,419.50					
	Proto Ref	EWM Ref			S			M	L			
	LMM027PR3	RICHPLUM9487	CASHMERE MENS VEE PR3	Bulk	Total Unit Color PR3					401	49.77	19,957.77
	Total Unit Style LMM027PR3					401	19,957.77					
	Proto Ref	EWM Ref			S			M	L			
					Total					1,951		97,101.27

The instructions contained in the supplier delivery manual must be followed without exception.
All orders are subject to approval of sample
Bar code tickets must be attached
Weekly progress reports are a condition of this order
Please quote our style numbers on all invoices

FOR DELIVERY QUERIES PLEASE CONTACT ; TEL 01228 815624 ; FAX 01228 631459 ; EMAIL goods-in@ewm.co.uk

Header

Please refer to the terms and conditions of the order attached to this document
Payment and cancellation subject to terms in Edinburgh Woollen Mill Supplier Manual.

Buyer Terms	90 DAYS STORMBOURN 7-10 12.25%
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Shipments Terms FOB - Freight On Board

FOB City YANGON

Ship Via

Date	Seq No	Notes	Reason

Approval	
Merchandiser/Production Manager	Approved Date
	01/02/2023
Merchandise/Production Director (Secondary Signatory , as required)	Approved Date
	01/02/2023

The following conditions shall apply to this order notwithstanding any conditions to the contrary in the Supplier's conditions (which so far as inconsistent with these conditions shall be suspended and deemed to be waived) and the despatch of goods or the commencement of work or services shall be deemed to be an acceptance of these conditions. The conditions in sections A, B and C below apply to both orders for goods and/or work and/or services.

The conditions in section D below apply to orders for work and/or services only. In these conditions, Purepay Retail Limited (trading variously as The Edinburgh Woollen Mill, Ponden Home, Bonmarche) is referred to as "the Company" and the supplier of goods and/or services to the Company is referred to as "the Supplier".

A). As to orders for goods and/or work and/or services.

1. Quality

All goods, work and services supplied to the Company by the Supplier must be in accordance with this order and fit the purpose for which such goods, work or services are required. In the absence of a specific reference to specification or sample, all goods supplied by the Supplier to the Company must be of satisfactory quality. Any goods, work or services which are not of satisfactory quality or not equal to sample or specification or in any manner defective may be rejected and returned by the Company to the Supplier at the Supplier's risk and expense without prejudice to any claim for damages competent to the Company.

2. Performance and Delivery

If a time for delivery of goods or performance of work or services is stipulated in this order and the goods are not delivered or the work or services not performed by that time, the right is reserved to the Company to cancel this order without penalty or prejudice to any claim for damages competent to the Company. The Supplier shall promptly inform the Company of any circumstances which may delay or prevent performance. The Company shall not be bound to accept goods, work or services tendered before the time specified in this order.

Where goods are delivered to the Company and, on inspection by the Company, there are found to be shortages against the invoiced amount and the seal is intact, then the value of the loss/shortage will be borne by the Supplier. The Supplier will deduct the loss/shortage from the payment of the next invoice to the Company or allow the Company to deduct the loss/shortage from any invoice(s) due to the Supplier.

3. Inspection and Testing.

(I) Before dispatching the goods the Supplier shall carefully inspect and test them for compliance with the specification or sample. The Supplier shall, if requested by the Company, give the Company reasonable notice of such tests and the Company shall be represented thereat. The Supplier shall also, at the request of the Company, supply to the Company a copy of the Supplier's test sheets certified by the Supplier to be a true copy.

(II) It is expressly agreed that the Company will be entitled to inspect and test the goods during manufacture, processing or storage. If the Company exercises this right, the Supplier shall provide or shall procure the provision of all such facilities as may reasonably be required by the Company therefore,

(III) If as a result of any inspection or test under paragraphs (I) or (II) of this Condition the Company's representative is of the reasonable opinion that the goods do not comply with the specification or sample, or are unlikely on completion of manufacture or processing so to comply, he shall inform the Supplier accordingly in writing and the Supplier shall take such steps as may be necessary to ensure such compliance.

4. Price and Price Variations

The price for all goods, works or services supplied by the Supplier to the Company shall be the price specified in this order, failing which the price ruling at the time of this order, unless some other agreement in writing is made between the Supplier and the Company defining the extent of admissible price fluctuation or the manner of determining the price.

5. Sub-Contracting

Unless agreed by the Company in writing, no part of the supply of the goods, works or services ordered by the Company from the Supplier in accordance with this order may be sub-contracted by the Supplier.

6. Procedure for Despatch of Goods.

The Supplier will mark and despatch in accordance with the instructions of the Company the goods ordered by the Company from the Supplier in this order. On despatch of the goods, the Supplier shall forward to the company a detailed delivery advice note in duplicate clearly stating the number of this order and the nature and quality of the goods and the date of despatch and delivery thereof.

7. Information

All information of whatever nature supplied or communicated to the Supplier in connection with this order shall remain the property of the Company and shall be regarded as confidential to the Company and shall not, without the Company's consent in writing, be published or disclosed by the Supplier to any third party or made use of by the Supplier except for the purposes of executing this order.

8. Care and Return of Patterns etc.

(I) All patterns or specifications supplied by the Company or prepared or obtained by the Supplier for and at the sole cost of the Company, shall be and remain the property of the Company.

(II) The Supplier shall maintain all such items in good order and condition and insure them against all risks whilst in his custody and on completion of the contract or as otherwise directed by the Company shall return to the Company in good order and condition. Should the Supplier fail to return them, the company may either withhold payment until they are so returned or withhold such part of the payment due as may be required to replace them.

(III) The Supplier shall not use such items, nor shall he authorise or knowingly permit them to be used by anyone else for, or in connection with, any purpose other than the supply of the goods to the Company, unless such use is expressly authorised by the company previously or in writing.

9. Intellectual Property Rights

The Supplier guarantees that the sale or use of the Supplier's goods, work or services will not infringe any intellectual property rights of any third party and the Supplier will indemnify the Company against any loss the Company may suffer and against any damages and costs that may be awarded against the Company as a result of any infringement or breach of any intellectual property right of any third party caused by or resulting from the sale or use of the goods, work or services supplied to the Company by the Supplier.

10. Payment

Unless otherwise specified in this order or agreed between the Supplier and the Company, the price payable by the Company to the Supplier for the goods, work or services ordered from the Supplier by the Company in accordance with this order shall be payable after the delivery of such goods or the completion of such work or services, as the case may be. Before the Company shall be obliged to make any payment which shall otherwise be due to the Supplier in respect of this order, the Company must have received from the Supplier an invoice which must be correct in all material respects and properly addressed and referenced (and constituting a tax invoice in the case of a Supplier registered for Value Added Tax purposes), and the Supplier shall provide such information to the Company as the Company shall require in order to satisfy itself that the price shown as payable by the Company to the Supplier on such invoice is properly and correctly stated. The Company shall be entitled to set off against the price any sum owed to the Company by the Supplier.

11. Property and Risk

Property and risk shall vest in the Company in the case of goods upon delivery thereof to the Company's premises unless otherwise agreed between the Company and the Supplier and in the case of work and services upon completion thereof in accordance with this order unless otherwise agreed between the Company and the Supplier. Nevertheless the Company's right of rejection shall be retained until the Company has inspected the goods, work or services as the case may be and the right is reserved to the Company without prejudice to any other rights competent to the Company to claim from the Supplier the costs of labour and materials and other costs and expenses incurred by the Company in making good any defective goods, work or services supplied to the Company by the Supplier. The risk of deterioration in goods in transit shall remain with the Supplier.

12. Storage

If for any reason the Company is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Supplier shall, if his storage facilities permit, store the goods, safe-guard them, and take all reasonable steps to prevent their deterioration until their actual delivery.

13. Indemnity

The Supplier shall indemnify the Company against every liability which the Company may incur to any other person whatsoever and against all claims, demands, proceedings, costs and expenses made against or incurred by the Company by reason of any act or omission or breach of statutory duty of the Supplier or its employees, sub-contractors or agents or otherwise by reason of any defective goods, work or services supplied or any breach or default of the supplier in carrying out its obligations in respect of this order. The Supplier shall maintain the requisite insurance policies to cover these risks.

14. Governing Law

These conditions and the content of which these conditions relate shall in all respects be construed in accordance with, and the validity and performance of the contract shall in all respects be governed by the laws of England and Wales and subject to the sole jurisdiction of the courts of England and Wales.

(B) Additional conditions as to orders for Tailored Garments

15. All cloth supplied by the Company remains the property of the Company and must be cut to exhaustion.

16. Any imperfect garments produced must be offered for sale only to the Company and no other person.

17. All patterns and designs supplied by the Company remain the copyright of the Company and may not be copied by the Supplier or supplied to any other person.

18. Garments bearing Company labels must not be supplied to anyone other than the Company.

(C) Additional condition as to orders for knitwear

COMMISSION KNITTERS

19. All yarn supplied remains the property of the Company and must be used solely in garments knitted to order of the Company. Any surplus yarn must be returned to the Company.

20. All imperfect garments must be returned to the Company

A) Where the goods are imperfect through yarn faults the Company will pay full CMT price.
B) Where goods are imperfect through manufacturing fault the Company will negotiate a reduced CMT price.

DIRECT PURCHASE

21. Designs supplied by the Company remain the copyright of the Company and may not be copied by the Supplier or supplied to any other person.

22. Designs created by the Supplier for the Company are to be supplied exclusively to the Company.

23. The Company will offer to purchase any imperfect garments at a reduced price.

24. If the supplier does not accept the Company's offer of the reduced price for imperfect garments the supplier must retain these garments for at least 12 months after the last delivery by the Supplier to the Company of that particular style before disposing of them.

25. All neck labels etc bearing the Company's identification must be removed before disposal.

26. Any knitwear with the company's logo must only be sold to the Company.

(D) Additional conditions as to orders for work or services.

27. Safety

All Machinery, work and services supplied by the Supplier to the Company must comply with all Health and Safety legislation including without limitation, The Health and Safety at Work etc Act 1974 and The Factories Acts, and any statutory provision or regulation extending, amending or replacing the same or relevant statutory and other provisions.

28. Factory Rules

The Supplier shall ensure that the employees of the Supplier engaged on work or services on the Company's premises observe the Company's rules and regulations.

29. Equipment

It shall be the responsibility of the Supplier to satisfy itself that any equipment obtained by the Supplier from the Company is in good condition and suitable for the purpose of which it is required.

30. Supplier's Goods

The Company does not accept responsibility for any goods delivered to the Company's premises until the work or services for which such goods are required has been accepted by the Company.