

# Pure Pay Retail LTD

Global House 5 Castle Street Carlisle

CA3 8SY

Tel. 01228 210600

VAT No. 361 8656 73

Purchase Order Confirmation					
p.o. number	103467				
p.o. date	27/11/2025				
Ex Factory Date	11/02/2026				
currency	United States Dollar				
country of origin	China				
payment terms	90 DAYS				
FOB Port	Beijing				
status	Open				

## Supplier

ERDOS EUROPE SRL (USD)

UNIT 3A-8, 12/F KAISER CTR, 18 CTR STREET

SAI YING PUN

HONG KONG

Hong Kong

## **Deliver To**

Edinburgh Woollen Mill

Flatpack Warehouse 01

Kingmoor Park South

Carlisle, Cumbria

CA6 4SB Great Britain

	<b>Bar Code Tickets</b>	Y Pack Labels				<b>Carton Labels</b>			
Lin No		Colou	ır / Dimension	Description	Туре	Units	Cost USD		
1	2155515	CM2	0528 NEW CAMEL	JMPR RN CASH FAIRISLE YOKE CAMEL	Bulk	unit cost	47.00		
LM	K245CM2NS		<b>S M</b> 55 71	<b>L XL</b> 53 21					
				Total Units		200	9,400.00		
				Style Sub Total		200	9,400.00		
2	2155516	GY1	1077 DOVE	JMPR RN CASH FAIRISLE YOKE DOVE	Bulk	unit cost	47.00		
LM	K245GY1NS		s M	L XL					
			55 71	53 21					
				Total Units		200	9,400.00		
				Style Sub Total		200	9,400.00		
				Grand Total Units		400	18,800.00		
SPECIAL INSTRUCTIONS									

the instructions contained in the supplier delovery manual must be followed without exception please quote our style numbers in all invoices

FOR WAREHOUSE DELIVERY CONTACT: TEL 01228 815627 : 01228 815623

header remarks

FLAT

terms and conditions

please refer to tems and conditions of the order attached to this document

approval

Merchandise/Production Director Merchandise/Production Manager approved date approved date

### CONDITIONS

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, word 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 subcontracted 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 emission or breach of statutory duty of the Supplier or its employees, sub-contractors or agents or otherwise by reason of any detective 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.

Purepay Retail Limited, registered number 11741716, registered office, 1 Fleet Place, Farringdon, London, EC4M 7WS

(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.

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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.