

Welcome

It looks like we are going to be doing business together. In which case I would really like to share with you the enclosed Terms and Conditions. They are not a generic template. They have been written specifically for the production of Personalised Sugar for

Your Company

.....
We trust they will bring clarity to our working arrangement so that we have a common understanding of doing business together.

Please do take a couple of minutes to read in order that there are no grey areas or misunderstanding of the various stages for your project.

I trust that you will find this document acceptable, as you must agree to these terms before using our services. Should you have any issues with anything set out in this document please do let me know. If you do not agree, please do not proceed with placing any orders.

Finally, may I ask that you let us have the information requested on pages 3 – 4 and sign/scan page 14 and return to me, so that I know that our terms and conditions are acceptable and that we can move forward with planned and future projects.

Regards

Barry O'Dwyer

Founder Sugabranding International

Our Company Information

All communications with you will be done under our trading name
'Sugabranding International'

Our name is registered with the National Business Register
Business Names Registration Number 2300973

We are an independent business free from ties with any sugar manufacturer and following a full inspection by Ashford Borough Council in Kent are registered as an international sugar broker based at the address shown.

Unless you instruct us otherwise, we will communicate with you via email. The recipient is responsible for virus checking emails and any attachments.

Important information about communicating by email If you agree to communicate via email, please be aware that email is not secure. The main risk is that information sent by email could be changed or read by someone else before it reaches you or us. We ask that in particular you check carefully any invoice received with our company name. No payment should ever be made to a NON-UK bank. Please see our security note under 'Our Financial Terms'.

Our Office location

Unit 3, New Luckhurst Farm Business Centre
Bethersden Road, Smarden, Kent, TN27 8QT England

Our email: info@sugabranding.com

Website: www.sugabranding.com

Our VAT Registration Number is 737 0091 46

Our EORI Number is 737 0091 46000

Note: We are not registered at Companies House as we are not a 'Ltd' company.

New Client Information

Client Details: In order for us to produce any project you must supply us with the following information asap. Most of which is required for HMRC Customs import information.

1 – Full company name

2 – Address, including country and post code

3 – Telephone

4 – Contact name/Job Title of person who will be placing orders

5 – Their email address

6 – In the event that they are not available or on holiday etc the name of a colleague in the same department (Plus their email address)

Name

Email

Finance - Please provide the following invoicing details

New Client Information / Continued

2 – The company name and address to appear on all invoices (if different from the above company address)

3 – Contact name and email address in accounts

4 -Your company VAT number / EORI Number (required for customs)

For USA Clients your US internal revenue No./EIN No.

Delivery

1 – The delivery address to where all goods should be delivered

2 – A contact name/phone no./email for us to arrange any booking in procedure

3 – Are there any restrictions for the delivery of goods in the loading bay?

4 – Delivery opening/closing times

Working Arrangement

Overview of our personalised sugar service:

- Our clients are mainly in the UK hospitality sector.
- Government, private sector, and high-end fashion retailers are also clients.
- We operate internationally with clients currently in 18 countries.
- End-to-end project management including advice and selection of packaging and every aspect of production. Fulfilment, distribution and storage can also be part of our service if required.
- We collaborate with specialist international supply partners with unique sugar packaging machinery, together with full accreditation from all supply partners.
- Proven Industry Experience ... We are specialists in the personalised sugar marketplace, have won awards for our work, and have published two books on the subject of personalised sugar.

1 – Consultation. We invest our time, contacts, and experience in solving your business challenges. To date we have been able to successfully assist 99% of all enquiries received. The process starts with us understanding what's required (your brief), and the careful preparation of the various costs involved with producing a successful outcome for your project. We strive to complete your project on time (Customs permitting) with costs as estimated.

We offer clients a highly specialised and bespoke service. The initial work which forms part of our quotation process we undertake free of charge including an initial consultation on the phone or via email, which helps us to understand the Client's business needs and objectives prior to work commencing. In addition to which the sourcing, pricing and evaluation of the various services, and items required for your project, including obtaining samples. Images of sugar products that you are interested in can be viewed on our website. www.sugabranding.com

If requested, and where required we will send samples free of charge, for you to evaluate as part of our quotation process.

2 – Quality Assurance and Production. We give you our assurance that our supply partners are fully accredited, reliable and have the experience and capability to achieve the desired result. We respect that they have ongoing production work in hand, and for that reason we do not take on projects unless our lead times are acceptable. We do not accept orders with a specific deadline, date or time.

3 – Preparing Your Own Design and Artwork. Most clients supply their own design and artwork which we shall assume has been carefully checked for spelling, punctuation, typeface, size, and colour. Most sugar packaging is printed by the Flexographic process. It's important that when your designer is preparing the artwork for this process that they create

Working Arrangement / Continued

artwork using ai (Adobe Illustrator) vectorised files that are created 'in print format'. The artwork should also be sent to us as a PDF file. Both files should be prepared at the actual size to be printed. This is important, so that we can advise on any changes that may be required once we have sight of your artwork.

4 – If You Ask us to Prepare Your Design and Artwork. Should you request that we prepare any design or artwork then we will provide this free of charge, but only after you have accepted our estimate and sent us a purchase order. We do not provide studio work without first receiving notice that you will be proceeding with the project

5 – Trademarks & Copyright. We assume no responsibility for any conflict with the rights of third parties, in connection with trademarks, designs, copyrights, ethical claim or unfair competition, and you agree to indemnify us against all legal fees, expenses, and claims arising out of any action or claim alleging such conflict, and you will, at our request and at your expense, undertake the defence of such civil action. You remain responsible for ensuring compliance with all relevant laws and regulations.

6 – Your Purchase Order Placement. Sugabranding International is entitled to assume that the person to whom this agreement is addressed has the authority to place the work being requested. Should this not be the case then we must ask you to advise us in writing of the person who has the necessary authority so that a copy of our agreement can be sent to them prior to any production. Should we not receive any other person's name, then we shall proceed with the project on the assumption that you have the authority.

We request this as we are unaware of your company procedure. It is agreed that the client company is the customer and not the person placing the order. Should that person leave the employment of the company, the company shall remain liable for any invoices and payment due for all goods produced.

7 – Execution of orders. Are subject to hostilities, riots, strikes, lock-outs, fire, Act of God, and other contingencies beyond our control, including inability to procure materials except at enhanced prices due to any of the foregoing clauses.

Print and Production

1 - Guidelines to creating a successful design to be printed via the Flexographic process.

- For producing short runs with a quantity of under 100,000 there are constraints of what can be achieved using basic flexographic printing plates.
- The golden rule is to keep the design simple.
- Use solid pantone colours and avoid using tints and pale/pastel colours, that may prove hard to read when the text is printed on a small sugar pack.
- Ensure the graphics do not require any detailed or fine registration.
- Pantone colours may vary slightly depending on the material used for your sugar packaging.
- If you specify brown/kraft paper for brown sugar please consider the colour that you specify as this will change in appearance once printed on a brown/kraft paper. For best results always specify a dark colour.
- If ordering French café Style wrapped sugar cubes, do not specify black or a dark overall solid background, as it's sometimes difficult to achieve a uniform coverage. *Contact us to discuss this item.*

2 – Colours. Please specify your colours using the Pantone matching system. There are currently 2,390 market-driven Pantone ‘C’ colours. Meaning they are for coated papers that are used by the Flexographic machines for sugar packaging. It is likely that our printers will not stock every colour especially those shown in the very latest Pantone Book. Should your colour/s not be available, the printer involved with your project will suggest the nearest colour specified for you/your designer to agree to. Your designer can also specify an alternative colour. Either way, we shall always supply a PDF proof for your approval prior to going ahead with production.

3- Digital Printing. In the event that your project is planned to be printed on a digital press, then your artwork will be printed using the CMYK Full-colour process, where pantone colours specified will be matched closely from the CMYK values.

4 - Proofs. All proofs will be submitted as a PDF (digital proof), which is typically saved in PDF format and emailed from us to clients so they can see how their print will look on-screen. Having looked at the proof, we will advise clients of any reservations that we have with regards the final production. However, the Client always has the final say and therefore takes full responsibility for the accuracy of any final proof agreed to be produced. Kindly note that due to the Flexographic production process it is not possible to provide ‘wet-proofs’

5 – Three dimensional samples. Because of the way that Flexography is set up it is not possible to produce actual 3D samples that are filled with sugar.

Print & Production / Continued

6 - QR Codes. If you wish to have a QR code as part of your artwork then your designer needs to be aware of the following guide regarding the minimum size of 2 x 2 cm, or roughly 0.8 x 0.8". There is no standardized QR code size, and QR codes can actually be smaller than 2 x 2 cm. But to make sure the majority of current smartphones can scan it, a QR should be at least 2 cm wide by 2 cm long. If your artwork is smaller than the size stated Sugabranding will not be responsible if the code does not work once printed on a sugar pack.

7 - Foil printing & Coloured paper. We are unable to offer foil printing for any sugar packaging format. All sugar packaging is printed on white or Kraft paper. Printing on coloured papers is also not possible. Printing an overall solid colour should however offer the desired result.

8 – Sealing sticks and sachets. When producing sugar and sweetener in sticks or sachets the type of end-seal (sticks) and edge seal (sachets) may vary between ‘parallel lines’ and a ‘cross hatched pattern’ especially if more than one supplier is involved. It’s highly likely that the production machinery will vary from one country to another and use different sealing techniques. It’s therefore possible, that not all items will have the same seal appearance.

9 - Sugar Shelf life. It shall be the responsibility of those working at the place of delivery to ensure that the sugar is stored in cool, dry conditions, and not exposed to heat or sunlight. Under such conditions the sugar shelf life should be OK for 24 months from the delivery date. If you are not the end client and are an agency, design company or consultant you must ensure that your customer is made aware of these conditions.

10 – Sugar origin. We are sometime asked where the sugar comes from. If your project is produced in the UK, the white sugar is from Sugar beet and is produced by British Sugar. The cane (Brown) sugar is imported from Mauritius. Our European partners source white sugar from different parts of Europe, and the origin for the cane sugar depends on the availability: South America, Central America or South Africa.

12 - Sugar Ingredients - White sugar (also known as granulated or table sugar) is a single-ingredient foodstuff. It consists purely of **crystallized sucrose**, which is a carbohydrate molecule composed of carbon, hydrogen, and oxygen. Brown (Cane) sugar typically consists of just two base ingredients: **sucrose (refined or raw sugar crystals)** and precise amounts of dark cane molasses.

Importing, Couriers, and Delivery Dates

1 - Importing. Approx. 95% of all our sugar orders are imported. There are reasons for this, Firstly, UK companies who personalise sugar items have very high minimum order quantities. Secondly, our European partners offer a wider range of packaging formats, and sugar products, which our clients require such as wrapped sugar cubes or unique shaped sachets or paper that is 100% plastic free that are not available in the UK.

2 - Orders with a deadline are not accepted. Because of the various logistics, & customs involved, under no circumstances whatsoever will we guarantee or commit to a specific delivery date for the provision of a personalised sugar item.

As importers, we work with UPS, DHL and FedEx Couriers who most of the time supply an excellent service. However, their tracking info. is only ever shown as 'estimated delivery time'. While we enjoy a very high success rate, courier collection times are not guaranteed. Another reason why deadlines cannot be accepted.

3 – Lead-times. The lead-times shown on our quotations are a guide to what is the usual or standard timing. Please remember that all sugar orders are freshly made with printing bespoke to you. Unless instructed to do so, we do not hold any clients stock and are therefore unable to suddenly make a quick delivery.

4 – Collections from European Sugar factories. Where possible it is our policy to always collect from our various European manufacturing partners. This gives us more control on delivery costs and tracking your order as we can discuss any enquiries in English. Our quotation also includes insurance cover for loss and damage. Please note that we are unable to insure against your goods being held in customs!

5 – Deliveries. Following on from the coronavirus pandemic, both government and the private sector currently allow working from home for some employees. This arrangement, in our experience has led to delays and longer time scales for projects, and we would strongly advise in ordering 6-8 weeks in advance of you requiring your personalised sugar order or reprint, as we can no longer rely on lead-times and deliveries that we are given.

Importing, Couriers, and Delivery Dates / Continued

6 – Additional costs relating to deliveries. From the date that we submit our estimate to the date that we receive an order can sometimes be many weeks or even months. During that period, transport costs, and aviation fuel constantly change. We therefore reserve the right to update our estimate on the date that you place your order. Costs shown for pallet deliveries are for curb side /warehouse delivery only. In order that we do not encounter delivery problems/issues we ask that you inform us of any special instructions in writing, otherwise we shall not accept any liability. It is essential that the following information is provided for all deliveries for both UK and non-UK orders.

6a) -The delivery address, including postcode

6b)- A contact name, phone number and email of someone we can contact should there be a problem on-route.

6c) -Delivery times am-pm that are accepted.

6d) - Any delivery vehicle restrictions regarding size, height, model etc.

6e) - Delivery restrictions. Limited access, gate width, offloading, cul-de-sac, trolley required etc.

6f) - For pallet deliveries, please confirm that a fork lift will be available to offload the goods. Failure to notify us could result in the goods not being off loaded and a return visit that will result in you being charged for a second delivery.

6g) - Any booking-in procedure must be advised to us in plenty of time for us to arrange for your delivery.

6h) – Your order shall be delivered in full to one address. If a split delivery is required with more than one address or country, then you must notify us in writing as part of your purchase order. More than one delivery shall incur extra charges for each address and country.

7 – Cancellation. We shall accept your order cancellation if no payment has been received. However, if you cancel your order once payment has been received and we have placed your order into production, then cancellation of your order is not acceptable, and we shall not be liable to making any refunds.

Our Financial Terms

We are a small business, offering clients a highly specialised and bespoke service that is unique. To continue with providing this service we no longer pay on your behalf upfront for all of the various stages including artwork, design visuals, materials, print and production costs, transport and delivery services plus import and related customs administration charges. In addition to which is our time spent managing the project. In the past, we then submitted an invoice in the hope that it was paid in a reasonable time.

The current soaring price increases of materials, distribution, production, inflation, and transport costs plus our time spent on UK import administration and charges mean that as a consultancy, we can no longer pay for all the necessary services on your behalf on a credit basis and submitting an invoice in return for a promised future payment.

1 - Invoice payment. Please pass on our invoice to your accounts department, for prompt prepayment of our tax invoice, as this is the only method that we now accept orders from clients as we no longer offer credit terms. Your project will only be entered into our production schedule once payment has been received in full. Part-payments are not accepted.

Any invoice not paid after 30 days from the invoice date, will be cancelled together with the order.

Payments as set out above must be received before we can start your project and placing your order into any production schedule. The timing process can be helped if your accounts dept. notifies us when payment has been sent via email or a remittance note.

2 – Estimates. Your acceptance of our estimate includes the acceptance of our terms and conditions. We then request that you send us your purchase order, so that we can quote this on our invoice. If you do not use a purchase order system then our invoice will simply state ‘order via email’.

3 - Extra costs. As with all projects there can be unforeseen costs not allowed for when we estimate the costs for your project. For example, when we estimate ‘blind’ without having seen your design or artwork, and the number of colours to be printed needs changing etc. Should such extra costs arise, then we reserve the right to submit an amended estimate or additional invoice.

4 – HMRC Customs. If your sugar is produced outside of the UK, then HM Customs will apply import charges at the point of entry to the UK. Our Estimates and Invoices will show costs that are Delivered Duty Paid (DDP) freight cost that is an all-inclusive shipping method, that includes shipping goods to your destination, insurance, customs clearance, and import duties. You pay a single upfront price with no surprise fees.

Our Financial Terms / Continued

5 – Financial Security Note. Email Scams (Phishing). Phishing is the practice of sending phony email messages that are disguised as legitimate communications, often with company logos and account information that looks real. If you receive an email claiming to be from Sugabranding International that you believe may be fraudulent, do not respond and do not click on any links or open attachments contained within the email. If you have opened and printed off any emails that relate to your order or any invoice, please DO NOT PAY any funds requested. Please forward to us, immediately, so that we can send to the appropriate authorities.

Due Diligence - It would be better if you were to phone us, regarding any concerns as a phone call cannot be intercepted by scammers and is a secure way of discussing any doubts that you may have in material that you have received.

6 – Use of emails

You understand and agree the risks and are happy to communicate via email.

If you are a UK based company The following are the only Banking / payment details that should ever be used for sending payment to us. Sort code 30-97-41 Account no. 04220075

NEVER pay a foreign bank relating to your order. Any such request has not come from us! Payment should only ever be made payable to Sugabranding International using the sort code and account number shown above.

It's essential that you pass on this information to your finance department, to help avoid payments being made to a third party claiming to be Sugabranding International.

International clients

Our Estimates and Invoices will show costs that are Delivered Duty Paid (DDP) freight cost that is an all-inclusive shipping method, that includes shipping goods to your destination, insurance, customs clearance, and import duties. You pay a single upfront price with no surprise fees.

If your company is based outside of the UK The following are the only Banking / payment details that should ever be used for sending payment to us. **International Bank Payment**

Payment should only ever be made payable to Sugabranding International
IBAN GB38 LOYD 30974104220075 SWIFT CODE BIC LOYDGB 21063

Payments in GBP Pounds Sterling

If you have any doubts relating to an invoice showing our name, then please contact us **before making payment.** It's essential that you pass on this information to your finance department, to help avoid payments being made to a third party claiming to be Sugabranding International.

WE DO NOT CURRENTLY ACCEPT ANY CARD PAYMENTS

Modern Slavery Act 2015

Sugabranding International is committed to acting ethically and with integrity in all of its business dealings and relationships and to implementing and enforcing systems and controls to ensure the same high standards from our contractors, suppliers and other business partners. We undertake that we do not endorse, enable or facilitate human trafficking or modern slavery of any kind in our business or supply chains.

Sugabranding International has a zero-tolerance approach to Modern Slavery (as defined in the Modern Slavery Act 2015)

Agreement

In order to proceed with your project/s we need your acceptance to the terms & conditions set out in this document, that relates to working with Sugabranding International, please can you sign and scan this page and return to

info@sugabranding.com

Client Company name

.....

.....
SIGNED ON BEHALF OF (CLIENT)

PRINT NAME

DATE

WE LOOK FORWARD TO PRODUCING YOUR SUGAR PROJECT!

