



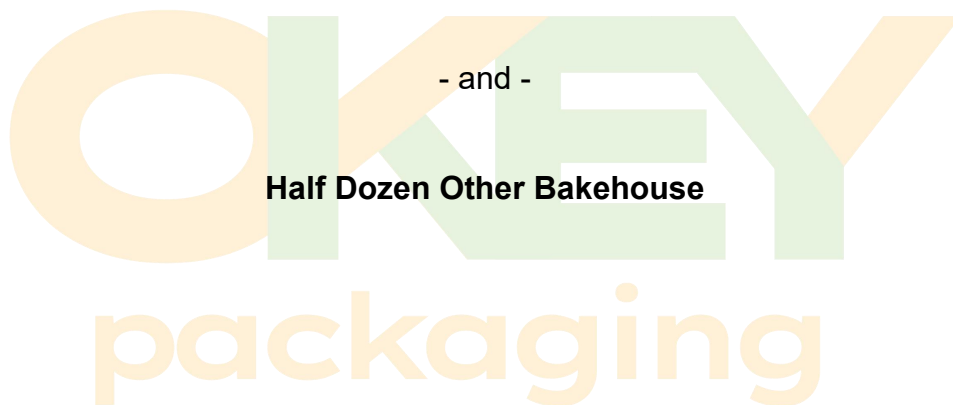
DATED 24/10/2024

NO. 0124102024

OKEYPACKAGING LTD

- and -

Half Dozen Other Bakehouse



Supply Agreement

First-Time Order Contract

This Supply Agreement ("Agreement") is made and entered into as of 24/10/2024 by and between

- **OKEYPACKAGING LTD** ("Supplier"), The United Kingdom corporation with a principal place of business at **124 City Road, London, EC1V 2NX** ("Supplier Address").
- Half Dozen Other ("Customer"), a corporation with a principal place of business at 17 Red Bank, Cheetham Hill, Manchester M4 4HF ("Customer Address").

WHEREAS, Supplier desires to supply certain custom products (the "Products") to Customer, and Customer desires to purchase the Products from Supplier on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Promotional Information

- 1.1** If, after starting the First-Time Order contract, the Customer cancels an order without a valid reason or delays payment during any period, the penalty for late payment or default will be applied in accordance with 6.3 (Late Payment) of this Agreement.
- 1.2** Once the Customer has confirmed the product design, no changes to the design can be made during the contract period. Valid reasons for design changes or cancellations after confirmation are limited to the following circumstances:
 - 1.2.1** Supplier Error: The design or product does not match the confirmed specifications due to an error by the supplier.
 - 1.2.2** Legal Requirements: New laws or regulations that affect the design or require changes to the product.
 - 1.2.3** Significant Product Defects: The product or service has significant defects that were not apparent at the time of design confirmation and that impact its intended use or function.

2. Design Services

Supplier will provide design services to the Customer. These services are limited to the following:

2.1 Repurposing Existing Materials

Supplier will rearrange and repurpose the Customer's existing design materials to create packaging-ready designs.

2.2 Basic Element Creation

Supplier will create simple design elements, such as patterns or graphics, specifically for the packaging design.

2.3 Exclusions

The design services do not include logo design, intellectual property design, or illustration. Customer requiring these services should request a separate quote.

2.4 Copyright and Usage Rights of Design

The copyright of all final designs shall belong solely to the Supplier. However, the Customer shall have the exclusive right to use the designs for their packaging needs only after full payment has been made, as outlined in Clause 6.2.4 (Post-Delivery Payment) of this Agreement.

3. Colour Variation Clause

3.1 Acknowledgement of Colour Variation

The Customer acknowledges that there may be minor colour variations between the actual product and the production sample or design. Such variations are considered normal due to differences in material, lighting, or production processes.

3.2 Design and Colour Approval

Prior to the commencement of production, the Supplier shall provide the Customer with a digital design image and notify the Customer of any potential colour variations. The Supplier will seek the Customer's written approval of the design and any identified colour variations before proceeding with production.

3.3 Post-Production Confirmation

Upon completion of production, the Supplier will send the Customer videos or photographs of the final product for confirmation, as outlined in Clause 6.2.2 (Pre-Production Payment).

3.4 No Returns or Refunds Due to Colour

In the event that the Customer provides approval prior to production, and confirmation post-production, the Customer agrees that they shall not reject, return, or request a refund for the goods on the grounds of colour variation.

4. Optional Sampling Service

4.1 Optional Sampling Service for Colour Calibration

The Supplier offers an optional sampling service to assist with colour calibration and ensure accuracy in production. The first sampling for each product and size is

free of charge. Subsequent sampling requests will incur a fee of £50 per sample per product and size. This service is recommended to reduce the risk of colour variation during the manufacturing process.

4.2 Waiver of Sampling Service

If the Customer voluntarily chooses to waive the optional sampling service for any reason, the Supplier shall not be held responsible for any minor colour deviations that occur, provided the colours are within the agreed tolerances and no production errors have occurred.

4.3 No Responsibility for Colour Variations

In the event that the Customer waives the sampling service, the Supplier shall not be liable for any colour variations or discrepancies that are not a result of production errors.

5. Products

Supplier agrees to sell and deliver, and Customer agrees to purchase the following Products:

5.1 List of Products to be delivered:

Product Name	Product Quantity
4oz Custom Double Wall Cups	10,000
6oz Custom Double Wall Cups	30,000
8oz Custom Double Wall Cups	10,000
12oz Custom Double Wall Paper Cups	10,000
Paper Bag Twisted Handles 280L x 150W x 280H mm	20,000
12oz Custom PET Drinks Cups	10,000

6. Price and Payment

6.1 The total price for the Products (the "Price") shall be 14,983.2 GBP.

6.2 Instalments Payment Plan

Amount average	
Instalment	Price
1st (25%)	3,745.8
2nd (25%)	3,745.8
3rd (25%)	3,745.8
4th (25%)	3,745.8
Total	14983.2

* Round the payment amount to two decimal places

VAT: The prices set forth in this Agreement are inclusive of any applicable value added tax ("VAT").

- 6.2.1 **Initial Payment:** The Customer shall make the first payment within 3 days of signing this Agreement. This payment is required to confirm and secure the order.
- 6.2.2 **Pre-Production Payment:** The Customer shall make the second payment before production of the Goods commences. Production will only begin upon receipt of this payment. Upon successful production, the Supplier will provide photographs and videos of the finished product.
- 6.2.3 **Pre-Shipping Payment:** The Customer shall make the payment for shipping before the Goods are dispatched. The Supplier will provide the shipping tracking number once this payment is received.
- 6.2.4 **Post-Delivery Payment:** The Customer shall make any remaining payment within three (3) days of receiving the first batch of Goods, as specified in the Delivery Invoice (refer to Clause 2.4 for the rights to use the designs).
- 6.3 **The Late Payment:** If the Customer defaults or delays in payment, the Supplier will not be responsible for any delays in the delivery of the products (refer to Clause 1.1 for penalties related to cancellations or delays).
- 6.3.1 **Storage Fees for Delayed Payment**
If the Customer fails to make the third payment upon completion of production, the Supplier reserves the right to charge a storage fee of £1 per cubic metre per day for the goods.
- 6.3.2 **Right to Dispose of Goods**

If the Customer fails to make the third payment and does not pay the accumulated storage fees within 30 days after production is completed, the Supplier shall have the right to dispose of or recover the goods at its sole discretion.

- 6.3.3 If the Customer fails to meet the payment deadline, a penalty of 3% of the outstanding payment amount per day will be charged for each day the payment is overdue during the contract validity period. The contract validity period is defined as 3 months from the Effective Date, as outlined in Clause 11.1.

6.4 Bank Transaction info:

Name:	ZHENJUN YUAN
Account Number:	62765063
Sort Code:	40-12-62

7. Delivery

- 7.1 Supplier shall deliver the Products to Customer at the following location: **17 Red Bank, Cheetham Hill, Manchester M4 4HF**

7.2 Sea Freight

Paper Bag Twisted Handles 280L x 150W x 280H mm	18,000
12oz Custom PET Drinks Cups	8,000
4oz Custom Double wall cups	10,000
6oz Custom Double wall cups	28,000
8oz Custom Double wall cups	8,000
12oz Custom Double wall cups	9,000

The estimated lead time for Sea freight is 75 days from the date of design confirmation by the Customer. This is estimated timeframe, and actual delivery dates may vary. Supplier shall use commercially reasonable efforts to meet the estimated delivery timeframe.

7.3 Air Freight

Paper Bag Twisted Handles 280L x 150W x 280H mm	2000
12oz Custom PET Drinks Cups	2000
6oz Custom Double wall cups	2000
8oz Custom Double wall cups	2000
12oz Custom Double wall cups	1000

The estimated lead time for Air freight is 30 days from the date of design confirmation by the Customer. This is estimated timeframe, and actual delivery dates may vary. Supplier shall use commercially reasonable efforts to meet the estimated delivery timeframe.

7.4 Due to the minimum shipping weight requirements by sea transportation, the minimum weight is 12kg.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, acts of war or terrorism, natural disasters, strikes, or labour shortages (collectively, "Force Majeure Events"). The affected party shall promptly notify the other party of the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable.

9. Intellectual Property

Supplier retains all intellectual property rights in the Products. No license or other rights are granted to Customer under this Agreement, except for the limited right to use the Products in accordance with this Agreement.

10. Confidentiality

The parties agree to hold in confidence all non-public information disclosed by the other party hereunder.

11. Term and Termination

11.1 This Agreement shall commence on the Effective Date and shall continue until all Products are delivered and paid for in full, or until 3 months after the Effective Date, or until earlier termination as set forth herein.

11.2 This Agreement may be terminated by either party upon written notice to the other party in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice thereof.

12. Disclaimer

Supplier is solely responsible for selling the packaging products. Supplier does not assume any responsibility for how the Customer uses these products. The Customer acknowledges that it is responsible for ensuring the appropriate use of the Products in compliance with all applicable laws and regulations.

13. Liability for Product Defects

The Supplier shall be liable for any direct damages, including personal injury, resulting from the defective condition of the products supplied under this Agreement, provided that such defect is proven to have originated from the Supplier's manufacturing or design processes. The Supplier's liability shall be limited to the actual damages suffered by the Customer or the end user, including but not limited to medical expenses and other reasonable costs directly related to the injury.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

17. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier service to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Okeypacky Packaging Limited

[Customer Name]

By:

By:



Print Name: Zhenjun Yuan

Print Name:

Title: Director of Okeypacky
Packaging Limited

Title:

DATE:

