



DATED 20/08/2024

NO. 0320082024

Okeypacky Packaging Limited

- and -

La Vie Cafe

Supply Agreement

First-Time Order Contract

This Supply Agreement ("Agreement") is made and entered into as of 20/08/2024 by and between:

- **Okeypacky Packaging Limited** ("Supplier"), The United Kingdom corporation with a principal place of business at **124 City Road, London, EC1V 2NX** ("Supplier Address").
- La Vie Cafe ("Customer"), a corporation with a principal place of business at 48 Deansgate, Manchester, United Kingdom M3 2FE ("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. Rescission and Supersession of Previous Agreement

The Parties agree that the previous contract dated [16/08/2024], between **Okeypacky Packaging Limited** ("Supplier") and La Vie Cafe ("Customer"), titled **Supply Agreement First-Time Order Contract** (the "Previous Agreement"), is hereby rescinded and declared null and void as of the Effective Date of this Agreement.

This new agreement (the "Agreement") shall supersede and replace the Previous Agreement in its entirety. All rights, obligations, claims, and liabilities under the Previous Agreement are hereby extinguished and replaced by the terms and conditions set forth in this Agreement.

2. Promotional Information

- If, after starting the First-Time Order contract, the Customer cancels an order without a valid reason or delays payment during any period, a penalty corresponding to the period of default will be charged as specified in this Agreement.
- 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:

-Supplier Error: The design or product does not match the confirmed specifications due to an error by the supplier.

-Legal Requirements: New laws or regulations that affect the design or require changes to the product.

-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.

3. Products

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

• **List of Products to be delivered:**

Product Name	Product Quantity
Double Wallpaper Cup 4oz	10,000
Sip Lids for 4oz Cup	10,000
Double Wallpaper Cup 8oz	10,000
Double Wallpaper Cup 12oz	20,000
Sip Lids for 8oz and 12oz Cup	30,000
Custom PET Cups	20,000
Dome Lids	20,000
Paper Straws w. paper wrapping Thin - 6*190mm	20,000
Paper Straws w. paper wrapping Thick - 10*200mm	20,000
Ply Napkins 27*27cm	10,000
Paper Bags w. Handle 280L*150W*280Hmm	10,000

Paper Bags w. Handle 210L*140W*270Hmm	10,000
Custom Cup carrier - double cup	10,000
Ice Cream Cup 3oz	10,000
Ice Cream Cup 5oz	10,000
Ice Cream Cup 8oz	10,000

4. Price and Payment

- The total price for the Products (the "Price") shall be 25,176.00 GBP.

• 4 Instalments Payment Plan

Amount average	6,294.00	
Instalment	Price	Penalty
1st (25%)	6,294.00	17,623.60
2nd (25%)	6,294.00	11,958.60
3rd (25%)	6,294.00	6,127.30
4th (25%)	6,294.00	5589.60
Total	25,176.00	

* 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").

• Bank Transaction info:

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

• **Initial Payment:** The Customer shall make the first payment within 7 days of signing this Agreement. This payment is required to confirm and secure the order.

• **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

• **Pre-Shipping Payment:** The Customer shall make the payment for shipping before the Goods are dispatched. The Supplier will provide the shipping tracking number only after this payment is received.

• **Post-Delivery Payment:** The Customer shall make any remaining payment within three (3) days of receiving the Goods, as specified in the Delivery Invoice.

• **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.

• **Cancellation:** The contract is automatically deemed cancelled after the Customer has paid the appropriate penalty. The exact amount of which can be found in the penalties section of the "Payment Plan" form.

5. Delivery

• **Supplier shall deliver the Products to Customer at the following location:**

48 Deansgate, Manchester, United Kingdom M3 2FE

• The estimated delivery time for the Products is 6-10 weeks from the confirm of design from Customer.

• This is an estimated timeframe, and actual delivery dates may vary. Supplier shall use commercially reasonable efforts to meet the estimated delivery timeframe.

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

6. Design Services

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

- **Repurposing Existing Materials:** Supplier will rearrange and repurpose the Customer's existing design materials to create packaging-ready designs.
- **Basic Element Creation:** Supplier will create simple design elements, such as patterns or graphics, specifically for the packaging design.
- **Exclusions:** The design services do not include logo design, intellectual property design, or illustration. Customer requiring these services should request a separate quote.
- **Copyright and Usage Rights of Design:** As these design services are provided free of charge, 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 after the full payment has been made and the service period has ended.

7. 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.

8. 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.

9. Confidentiality

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

10. Term and Termination

- 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.
- 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.
- Customers who terminate the contract without a valid reason are required to pay penalty, the exact amount of which can be found in the penalties section of the "Payment Plan" form. The right of interpretation belongs to the Supplier.

11. 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.

12. 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.

13. 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.

14. Governing Law

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

the United Kingdom.

15. 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.

16. 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

By:

Yuen Zhenjun

Print Name: Zhenjun Yuan

Title: Director of Okeypacky
Packaging Limited

[Customer Name]

By:



Print Name:

Title:

DATE:

T H A I D

21/8/24

