

# amscan®



# Here's What You Need To Know

time to fill up your diary!

## MAY

- 1<sup>st</sup> Early May Bank Holiday
- 6<sup>th</sup> - King Charles III Coronation
- 7<sup>th</sup> - The Coronation Big Lunch
- 8<sup>th</sup> - Coronation Bank Holiday
- 13<sup>th</sup> - Eurovision Song Contest
- 15<sup>th</sup>-21<sup>st</sup> - Great Big Purple Picnic
- 25<sup>th</sup> May - 4<sup>th</sup> June - Hay Festival of Literature and Arts
- 26<sup>th</sup> - BBC Radio 1's Big Weekend
- 27<sup>th</sup>-28<sup>th</sup> - Birmingham Pride
- 29<sup>th</sup> - Spring Bank Holiday

## JUNE

- 1<sup>st</sup>-5<sup>th</sup> Cricket First Test
- 10<sup>th</sup> -11<sup>th</sup> - Parklife Festival
- 15<sup>th</sup>-18<sup>th</sup> June - Isle of Wight Festival
- 17<sup>th</sup>-18<sup>th</sup> June - Pride Cymru
- 21<sup>st</sup> -26<sup>th</sup> June - Glastonbury
- 23<sup>rd</sup> - Glasgow Pride
- 24<sup>th</sup> - Edinburgh Pride
- 24<sup>th</sup> June - 9<sup>th</sup> July - Bristol Pride

## JULY

- 24<sup>th</sup> June - 9<sup>th</sup> July - Bristol Pride
- 1<sup>st</sup> - London Pride
- 3<sup>rd</sup> - 16<sup>th</sup> - Wimbledon
- 20<sup>th</sup> July - 20<sup>th</sup> August - FIFA Women's World Cup
- 27<sup>th</sup> - 30<sup>th</sup> July - Camp Bestival

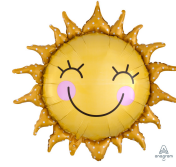
## AUGUST

- 20<sup>th</sup> July - 20<sup>th</sup> August - FIFA Women's World Cup
- 1<sup>st</sup>-5<sup>th</sup> - Glorious Goodwood
- 4<sup>th</sup>-28<sup>th</sup> - Edinburgh Festival Fringe
- 25<sup>th</sup>-27<sup>th</sup> - Leeds and Reading Festivals
- 27-28<sup>th</sup> - Notting Hill Carnival
- 28<sup>th</sup> - Late Summer Bank Holiday

Product Information

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 Product Description S/SHAPE:SUNSHINE SUN

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Barcode



Product Information

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 Product Description S/Shape: Ice cream

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Product Information

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Barcode



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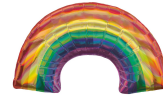
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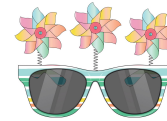
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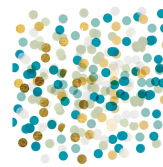
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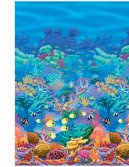
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Product Information

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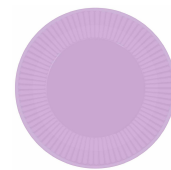
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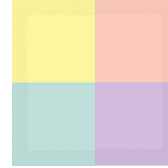
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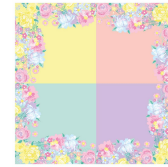
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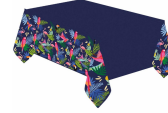
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 Product Description FLAMINGO PAPER TABLECOVER

Barcode



Product Information

Product Code 9914483-66  
 Barcode 0194099092197  
 Product Description FLAMINGO PAPER CUP 250ml

Barcode



Product Information

Product Code 9914688-66  
 Barcode 0194099094399  
 Product Description TROPICAL LEAVES PLATE 23cm

Barcode



Product Information

Product Code 9914689-66  
 Barcode 0194099094405  
 Product Description TROPICAL LEAVES CUP

Barcode



Product Information

Product Code 9914690  
 Barcode  
 Product Description TROPICAL LEAVES LUNCH NAPKIN

Barcode

No barcode



Product Information

Product Code 51015-09  
 Barcode 0048419038825  
 Product Description LUN/NAP s/c:yellow sunshine

Barcode



Product Information

Product Code 50015-54  
 Barcode 0048419183778  
 Product Description BEV/NAP s/c:caribbean blue

Barcode

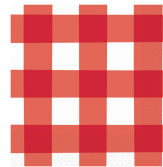


Sorry  
no image  
available

Product Information

Product Code 519446  
 Barcode 0048419909521  
 Product Description LN AMER SUMMER RED GINGHAM

Barcode



Product Information

Product Code 579446  
 Barcode 0048419909552  
 Product Description TC PL AMER SMR RED GINGHAM

Barcode



Product Information

Product Code 77216  
 Barcode 0048419489214  
 Product Description TS GNG CK RED PL TBLR 40""X10

Barcode



Product Information

Product Code P12918  
 Barcode 0021505129188  
 Product Description PINATA conv:PINK FLAMINGO

Barcode



Product Information

Product Code P12958  
 Barcode 0021505129584  
 Product Description PINATA conv:HULA GIRL

Barcode



# Terms & Conditions

## AMSCAN INTERNATIONAL LIMITED TERMS AND CONDITIONS OF TRADING - SALES CORRECT AT THE TIME OF PRINTING MARCH 2023

### 1. INTERPRETATION

In these Terms and Conditions, the following expressions will have the following meanings unless inconsistent with the context:

"Acknowledgement"	Amscan's written acknowledgment of the Order;
"Amscan"	means Amscan International Limited with company registration number 01128979 and registered office address: Brinklow Drive, Brinklow, Milton Keynes, Buckinghamshire, MK10 0DA
"Business Day"	a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.
"Buyer"	the person(s), firm or company whose order for the Products is accepted by Amscan as detailed in the Credit Application Form.
"Commencement Date"	has the meaning given in Condition 2.5;
"Contract"	the contract between Amscan and the Buyer for the sale and purchase of the Products in accordance with these Conditions;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including without limitation, the privacy of electronic communications).
"Delivery"	completion of delivery of Products specified in an Order in accordance with Condition 6.1;
"Delivery Date"	the date specified for delivery of an Order as notified by Amscan to the Buyer in accordance with Condition 6.3
"Delivery Location"	the address for delivery of the Products, as set out in the Acknowledgement;
"Force Majeure Event"	events, circumstances, or causes beyond a party's reasonable control;
"Group"	means in relation to a company, that company and any other company which, at the relevant time, is that company's holding company or subsidiary (as defined by section 1159 and 1162 of the Companies Act 2006) or the subsidiary of any such holding company. "Online Marketplace" any Amazon website including Amazon.co.uk or Amazon.com or any other online marketplace or bidding sites as notified by Amscan to the Buyer from time to time in writing;
"Order"	an order for the Products submitted by the Buyer;
"Price"	Amscan's published price list in force at the Commencement Date;
"Products"	any products which Amscan supplies to the Buyer (including any item or any part of them) under a Contract;
"Specification"	the specification of the Products as issued by the manufacturer Amscan;
"Terms and Conditions"	the standard terms and conditions as set out in this document together with any special terms agreed in writing between the Buyer and Amscan.

### 2. FORMATION AND INCORPORATION

- 2.1. Subject to any variation under Condition 12.5, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract, or any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2. The Contract is made up of the following:
  - 2.2.1. The Terms and Conditions.
  - 2.2.2. The Acknowledgement.
  - 2.2.3. The Order.
  - 2.2.4. The Credit Application Form.
- 2.3. If there is any conflict or ambiguity between the terms of the documents listed in Condition 2.2, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
- 2.4. Each Order will be deemed to be an offer by the Buyer to purchase Products upon these Terms and Conditions.
- 2.5. The Contract is formed when the Order is accepted by Amscan by way of an Acknowledgement. The contract will come into existence when Amscan issues an Acknowledgement, ("Commencement Date"). Subject to Condition 6.3, the Buyer may not cancel the Contract. Amscan may cancel the Contract at any time prior to delivery.
- 2.6. Minimum Order value is £300 exclusive of VAT, unless otherwise agreed in writing by Amscan.
- 2.7. Any samples, drawings, descriptive matter or advertising produced by Amscan, and any descriptions or illustrations contained Amscan's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

### 3. DESCRIPTION

- 3.1. The quantity and description of the Products will be as set out in Amscan's Acknowledgement, or the Specification. The Buyer is responsible for ensuring that all details contained in the Acknowledgement and/or relevant Specifications) are complete and accurate.
- 3.2. Amscan may make any change to the Specification, design, materials or finishes of the Products which are:
  - 3.2.1. required to conform with any applicable safety, statutory or regulatory requirement or
  - 3.2.2. do not materially affect their quality or performance.

### 4. PRICE AND PAYMENT

- 4.1. Subject to Condition 4.7, the price for the Products will be the price set out in Amscan's published price list current at the Commencement Date or as otherwise notified by Amscan in writing.
- 4.2. Unless otherwise specified in Amscan's Acknowledgement, or when Amscan accepts the Order, the price for the Products is:
  - 4.2.1. inclusive of any costs of packaging and carriage, and;
  - 4.2.2. exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 4.3. Amscan may invoice the Buyer for the Products on or at any time after Delivery, or where the Buyer wrongfully fails to take delivery of the Products, in which event Amscan shall be entitled to invoice the Buyer for the price at any time after Amscan has notified the Buyer that the Products are ready for collection or (as the case may be) Amscan has tendered delivery of the Products. Payment is due in full in cleared funds within 30 days of the date of an invoice, (or such other period of time as is agreed in writing by Amscan), or upon termination of the Contract, whichever occurs first.
- 4.4. All payments to be made by the Buyer under the Contract will be made in full without any set-off, restriction or condition and without any withholding, deduction for, or on account of any counterclaim, unless expressly agreed in writing by a director of Amscan. Time for payment shall be the essence of the Contract.
- 4.5. If any sum payable under the Contract is not paid when due then, without prejudice to Amscan's other rights under the Contract, that sum will bear interest from the date due until (and including) the date payment is made in full, both before and after any judgement, at the rate of 4% per month, calculated and charged monthly and Amscan will be entitled to suspend deliveries of the Products until the outstanding amount has been received. In addition, without prejudice to any other remedy of Amscan, Amscan may claim compensation from the Buyer under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 4.6. Amscan may revise its price lists from time to time without informing the Buyer, but may increase the price for the Products between the date of acceptance of order and delivery if there is an increase in the cost of raw materials, labour and/or other production or material costs, increase in costs by Amscan's suppliers, changes in the types or rates of tax contributions, duties, surcharges or levies, in the event of foreign exchange fluctuations, a request by the Buyer to change the delivery date/quantities and any delay by the Buyer to give Amscan adequate or accurate information or instructions, provided that notice is given to the Buyer before Delivery.

### 5. INSTALMENTS

- 5.1. Amscan may deliver the Products by separate instalments. Each instalment will be a separate Contract and no cancellation or termination of any one Contract relating to an instalment stage will entitle the Buyer to repudiate or cancel any other Contract or instalment. Any delay in Delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.

### 6. DELIVERY

- 6.1. Delivery of the Products is completed when Amscan places the Order at the Buyer's disposal at the Delivery Location at any time on or before the Delivery Date.
- 6.2. If the Buyer fails to take delivery on the Delivery Date at the time notified by Amscan in writing, or provide any necessary documents, then unless that failure or delay is caused by Amscan's failure to comply with its obligations under the Contract, the Products will be deemed to have been delivered and Amscan, without prejudice to its other rights, may if it so chooses:
  - 6.2.1. store or arrange for storage of the Products until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, storage, and insurance); and/or
  - 6.2.2. following written notice to the Buyer, sell any of the Products at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.
- 6.3. Amscan will use reasonable endeavours to deliver each of the Buyer's orders for the Products within the time agreed when the Buyer places an Order and, if no time is agreed, then within a reasonable time, but the time of delivery will not be of the essence. If, despite those endeavours, Amscan is unable for any reason to fulfil any delivery or performance on the specified date, or there is a shortfall in the quantity of the Products delivered, Amscan will be deemed not to be in breach of the Contract, nor will Amscan have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, depletion of goodwill) howsoever caused (including as a result of negligence) by any delay or failure in Delivery except as set out in this Condition 6.3. All shortfalls or discrepancies must be notified to Amscan in writing within 48 hours of Delivery. If Amscan fail to Deliver the Products, Amscan's liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. Any delay in Delivery will not entitle the Buyer to cancel the Order unless and until the Buyer has given 45 days' written notice to Amscan requiring the delivery to be made and Amscan has not fulfilled the delivery within that period. Amscan shall have no liability for any failure to Deliver the Products to the extent that such failure is caused by a Force Majeure Event, or the Buyer's failure to provide Amscan with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 6.4. If the Buyer cancels the order in accordance with Condition 6.3 then:
  - 6.4.1. Amscan will refund to the Buyer any sums which the Buyer has paid to Amscan in respect of that Order or part of the Order which has been cancelled; and
  - 6.4.2. the Buyer will be under no liability to make any further payments under Condition 4 in respect of that Order or part of the Order which has been cancelled.
- 6.5. The Buyer must notify Amscan if not all of the Products scheduled to be delivered are delivered at the time agreed for Delivery.
  - 6.5.1. by telephone no later than 48 hours after such time, or
  - 6.5.2. in writing no later than 48 hours after such time.

### 7. RISK/TITLE AND RESALE

- 7.1. Risk in the Products will pass to the Buyer upon Delivery.
- 7.2. Notwithstanding anything contained herein to the contrary, nothing herein shall relieve the Buyer of its obligation to pay Amscan, and (subject to Condition 7.8) title to and ownership of the Products will pass to the Buyer until the earlier of:
  - 7.2.1. the date that Amscan has received, in full in cleared funds all sums due to it in respect of:
    - 7.2.1.1. the Products; and
    - 7.2.1.2. all other sums which are, or which become due to Amscan from the Buyer on any account.
  - 7.2.2. the date the Buyer resells the Products, in which case title in those Products shall pass at the time of payment of all such sums.
- 7.3. The Buyer's right to possession of the Products and the Buyer's right to resale or use the Products under Condition 7.8 will terminate immediately if any of the circumstances set out in Condition 7.1.1 occur or if Amscan reasonably believes that any such event is about to happen and notifies the Buyer accordingly.
- 7.4. Until title passes to the Products, the Buyer shall:
  - 7.4.1. store the Products separately from all other goods held by the Buyer so that they remain readily available as Amscan's property,
  - 7.4.2. not remove, deface, or obscure any identifying mark or packaging on or relating to the Products.

- 7.4.3. maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery
- 7.5. Amscan will be entitled to recover payment for the Products notwithstanding that title in any of the Products has not passed from Amscan, or where the Buyer has resold or used the Products.
- 7.6. Where Amscan is unable to determine whether any Products are the products in respect of which the Buyer's right to possession has terminated, the Buyer will be deemed to have sold all products of the kind sold by Amscan to the Buyer in the order in which they were invoiced to the Buyer.
- 7.7. If the Buyer's right to possession of the Products terminates, but the Buyer has paid for the Products, Amscan shall be entitled to issue the Buyer with a credit note for all or any part of the price of the Products paid for by the Buyer together with value added tax thereon.
- 7.8. Subject to Condition 7.3 and Condition 7.8, the Buyer may resell or use the Products in the ordinary course of its business (but not otherwise) before Amscan receives payment for the Products. However, if the Buyer resells the Products before that time:
  - 7.8.1. it does so as principal and not as Amscan's agent; and
  - 7.8.2. title to the Products shall pass from Amscan to the Buyer immediately before the time at which resale by the Buyer occurs.
- 7.9. At any time before title to the Products passes to the Buyer, Amscan may:
  - 7.9.1. by notice in writing, terminate the Buyer's rights under Condition 7.8 to resell the Products or use them in the ordinary course of its business; and
  - 7.9.2. require the Buyer to deliver up all the Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them and the Buyer grants Amscan, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.10. On termination of the Contract, howsoever caused, Amscan's (but not the Buyer's) rights contained in this Condition 7 will remain in effect.
- 7.11. The Buyer agrees that it will not resell any Products through the Online Marketplace.

### 8. LIABILITY OF AMSCAN

- 8.1. Amscan warrants that (subject to the other provisions of these Terms and Conditions) on Delivery and for a period of 6 months from the date of Delivery the Products will be free from defects in material or workmanship. Amscan shall not be liable for a breach of the warranty in this Condition 8.1 if:
  - 8.1.1. the Products have been improperly altered in any way whatsoever or have been subject to misuse or unauthorised repair.
  - 8.1.2. the Products have been improperly installed or connected.
  - 8.1.3. any instructions as to storage of the Products have not been complied with in all respects; or
  - 8.1.4. the Buyer has failed to notify Amscan of any defect or suspected defect within 14 days of Delivery where the defect should be apparent on reasonable inspection, or within 14 days of the expiry of the warranty, or the knowledge of the Buyer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 6 months from the Delivery Date.
- 8.2. Subject to Condition 8.1, if any Product does not conform to the warranty in Condition 8.1 Amscan shall, at its option, either refund the price of such Product, or replace such Product. If Amscan so requests the Buyer shall return the Product which does not conform with the warranty in Condition 8.1 to Amscan.
- 8.3. Subject to Conditions 8.6 and 8.7 Amscan's maximum aggregate liability for any breach of the warranty in Condition 8.1 (whether in contract, tort, breach of statutory duty, restitution or otherwise) will be limited to the price of the Product.
- 8.4. Any Products which have been replaced will belong to Amscan. Any replacement Products will be warranted under the terms specified in Condition 8.1 for the unexpired portion of the 6 month period from the original date of delivery of the replaced Products.
- 8.5. In the event of any breach of Amscan's express obligations under Conditions 8.3, 8.1, 8.2 and 8.4 above the remedies of the Buyer will be limited to damages.
- 8.6. Amscan does not exclude or limit its liability (if any) to the Buyer:
  - 8.6.1. for breach of Amscan's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
  - 8.6.2. for personal injury or death resulting from Amscan's negligence;
  - 8.6.3. for defective products under the Consumer Protection Act 1987;
  - 8.6.4. for fraud or fraudulent misrepresentation.
- 8.6.5. for any matter for which Amscan is not permitted by law to exclude or limit (or to attempt to exclude or limit) its liability.
- 8.7. Subject to Conditions 8.3 and 8.1 to 8.6, Amscan will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for damage or any special, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill) howsoever caused arising out of or in connection with:
  - 8.7.1. any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products by Amscan or on the part of Amscan's employees, agents, or sub-contractors.
  - 8.7.2. any breach by Amscan of any of the express or implied terms of the Contract.
  - 8.7.3. any made by Amscan of any of the Products, or of any product incorporating any of the Products; or
  - 8.7.4. any statement made or not made, or advice given or not given, by or on behalf of Amscan or otherwise under the Contract.
  - 8.7.5. Subject to Conditions 8.3 and 8.1 to 8.6, Amscan hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 8.7.6. Each of Amscan's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in Conditions 8.3, 8.3 and 8.5 to 8.7 in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word Amscan wherever it appears in those conditions save each reference in Condition 8.7.1.
- 8.7.7. Subject to Conditions 8.2, 8.6 and 8.7 Amscan's aggregate liability under these conditions (whether in contract by way of indemnity or otherwise) or tort (including negligence) breach of statutory duty restitution or otherwise) (for any damage or loss howsoever caused will be limited to the price of the Products except as expressly provided in these Conditions.
- 8.7.8. The Buyer acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the price which would be higher without those provisions, and the Buyer will accept such risk and/or inure accordingly.

### 9. FORCE MAJEURE

- 9.1. Amscan will not be liable to the Buyer for any failure or delay or for the consequences of any failure or delay in performance of the Contract, if it is due to any Force Majeure Event and the time for performance of any obligations shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or prevented.

### 10. TERMINATION

- 10.1. Amscan may by written notice terminate the Contract immediately if any of the following events happen, or Amscan reasonably believes that such events are about to happen:
    - 10.1.1. the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts, or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
  - 10.1.2. the Buyer commences negotiations with all or any class of its creditors with a view to rescinding any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer.
  - 10.1.3. (Being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer.
  - 10.1.4. (Being an individual) the Buyer is the subject of a bankruptcy petition or order.
  - 10.1.5. a creditor or assignee of the Buyer attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.
  - 10.1.6. (Being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer.
  - 10.1.7. (Being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver.
  - 10.1.8. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets.
  - 10.1.9. any event occurs, or proceedings is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 10.1.1 to Condition 10.1.8 (inclusive).
  - 10.1.10. the Buyer suspends, threatens to suspend, ceases, or threatens to cease to carry on or substantially the whole of its business.
  - 10.1.11. the Buyer's financial position deteriorates to such an extent that in Amscan's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
  - 10.1.12. (Being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 10.2. The termination of the Contract howsoever arising is without prejudice to the rights, duties, and liability of either the Buyer or Amscan accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

### 11. DATA PROTECTION

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 11.1 is in addition to and does not relieve, remove, or replace a party's obligations or rights under the Data Protection Legislation.
- 11.2. Amscan shall comply with its Data Protection Policy which may be found at: Privacy Policy: Amscan International.
- 11.3. GENERAL.
  - 12.1. Time for performance of all obligations of Amscan is not of the essence.
  - 12.2. Each right or remedy of Amscan under the Contract is without prejudice to any other right or remedy of Amscan whether under the Contract or not.
  - 12.3. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
  - 12.4. No failure or delay by Amscan to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
  - 12.5. Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of Amscan.
  - 12.6. Amscan may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
  - 12.7. The Contract is personal to the Buyer who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without Amscan's prior written consent.
  - 12.8. The Contract contains all the terms which Amscan and the Buyer have agreed in relation to the Products and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Products. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Amscan which is not set out in the Contract. Nothing in this Condition 12.8 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
  - 12.9. Save as set out in Condition 8.7.6 the parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. Amscan may vary or rescind the Contract without the consent of any officer, employee, agent, or sub-contractor of Amscan.
  - 12.10. Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.
  - 12.11. The formation, existence, construction, performance, validity, and all aspects whatsoever of the contract or of any term of the contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.





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Amscan International UK



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THE PARTY PEOPLE

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