

LICENSED | GAMES | LIGHTING | GADGETS GIFTING | PUZZLES | NOVELTY

# Welcome to FIZZ CREATIONS!

We have a saying here at Fizz...

# **BE PHENOMENAL**

It transcends everything we do:

- **PHENOMENAL** people
- **PHENOMENAL** thinking
- **PHENOMENAL** service
- **PHENOMENAL** value

All leading to a **PHENOMENAL** range of products.

# JUST FOR YOU!

contact

sales@fizzcreations.com +44 1903 327006 FIZZCREATIONS.COM



# WHAT WE DO

Whether you are looking for the latest licensed product, a good-to-go gifting range or something more bespoke – Fizz is the partner for you!



# **FIZZ BRANDS & INNOVATIONS**

Our collection of own label products featuring both unique and licensed assets.



## LICENSED RANGES

Enjoy loveable characters and iconic brands with our extensive gifting lines\*



\*Territorial restrictions may apply to the availability and distribution of licensed products.

## TAILORED COLLECTIONS

For a more bespoke touch we can work with you to develop a unique product line up.



PACKAGING

Apply your own style to

existing products for a more

personalised look.

LICENSED We can work with our existing licensors or establish new relationships to deliver an exclusive collection.



## 

The ultimate service, your very own product collection, innovated, designed, developed and delivered.

# HOW WE DO IT

We have some pretty great people here, dedicated to creating new and exciting product ideas and taking that initial concept from a playful thought to a final product.

## NEW PRODUCT DEVELOPMENT & IN HOUSE DESIGN

An experienced, in-house team of **PRODUCT DEVELOPERS** and **DESIGNERS** headed up by our **CREATIVE PRODUCT DIRECTOR** work together to create phenomenal products just for you.

# QUALITY ASSURANCE

Our highly skilled and knowledgeable Quality Team is represented in both the **UK** and **HONG KONG** 

## **MARKETING SUPPORT**

Our **MARKETING TEAM** are on hand to provide support with images, photography, video and copy to your requirements.

# PHENOMENAL FACILITIES

Our **UK HEAD OFFICE** features a purpose built 50,000 sq.ft warehouse and state of the art working space. Our **HONG KONG OFFICE** – home to a dedicated team who ensure our Far East operations run smoothly and the highest quality standards are maintained. Our **GERMAN OFFICE AND WAREHOUSE** provides a central European hub for the smooth operation and delivery of goods throughout the E.U. Coming soon... **USA DISTRIBUTION CENTRE** 

# ACCOUNT MANAGEMENT

Your dedicated **ACCOUNT MANAGER** is there every step of the way from product selection right through to delivery.

## **PURCHASING & LOGISTICS**

Our strong **P&L TEAM** manage end to end delivery to ensure your products arrive on time. **EVERY TIME.** 



# CONTENTS

#### LICENSED

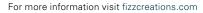
SLUSH PUPPIE
Minions
E.T. The Extra Terrestrial
Back to the Future
JAWS
Where's Wally?
Tetris
Sonic The Hedgehog
Mega Drive
PAC-MAN
Harry Potter

#### **FIZZ COLLECTIONS**

Mr Creations		
Wayfarer		

#### GAMES

MAD CAP	50
Novelty Games	51
The World's Smallest	52
TECH	
Make Your Own Tech	53
Gadgets & Games	55
LIFESTYLE	
Lighting	57
Novelty	59
Beard Buddy	60
CHARACTER FUN	
Unicorn	61
Hyper Jungle	62



# SLUSH PUPPIE

Our extensive range of SLUSH PUPPiE® products include the iconic and best selling machine together with a new line up of machines for 2022. Including an Ice Cream, Milkshake and Soda Machine. All machines are compatible with existing syrups including the ever-popular red cherry and blue raspberry.













- Only 4 ingredients needed: ice, salt, water & syrup
- Makes up to a litre of amazing SLUSH PUPPiE®

Available with UK or EU Plug *Please enquire about US Plug.* 

CODE	9041EU
ORDER QTY	3
OUTER CARTON	3



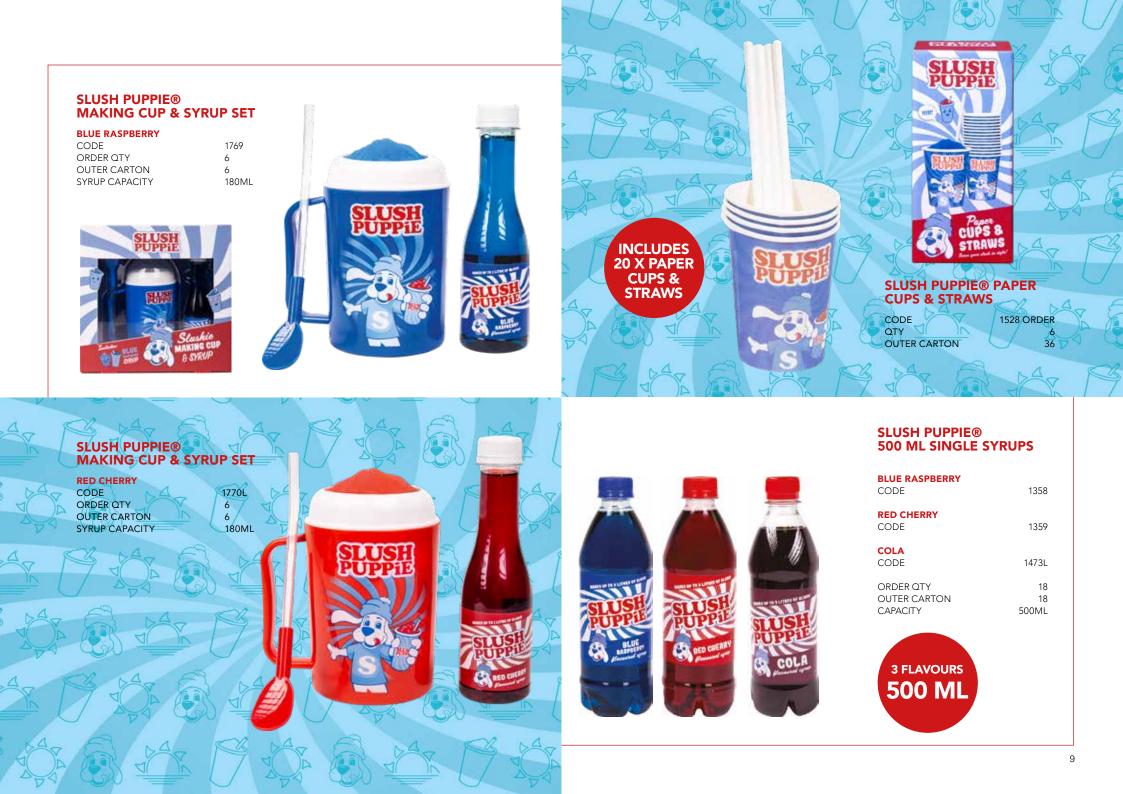


4 X DELICIOUS FLAVOURS



#### **SLUSH PUPPIE® 4-PACK SYRUP SET 180ML**

CODE	0785L
ORDER QTY	6
CAPACITY	180ML







© Universal City Studios LLC. All Rights Reserved.

There's plenty to look forward to with our amazing new Minions<sup>™</sup> products! These items capture the quirky and lovable nature of the world-famous animated characters.

Whether you're hooking a banana or making delicious Minion-shaped waffles, this exciting range has something for Minions fans of all ages!



#### THREE IN ONE SOUND BOX

Sound Box

This innovative 3-in-1 sound box features joyous Minions imagery and can be used as a seat, wireless speaker and storage unit.

Kids will have great fun hiding their treasures inside and chilling out as it plays their favourite tunes after a long day of mischief!

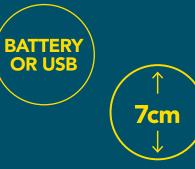
**SPEAKER** 

 $\nabla$ 



#### MINIONS™ LOGO LIGHT

CODE	2073
ORDER QTY	6
OUTER CARTON	12
BATTERIES	3 X AA (not included)
USB POWERED	(cable not included)









#### MINIONS<sup>™</sup> MOOD LIGHT

CODE	1974
ORDER QTY	6
OUTER CARTON	N 24
BATTERIES	2 X AAA (not included)

**18cm** 



#### MINIONS™ POSTER LIGHT

CODE	2143
ORDER QTY	6
OUTER CARTON	24
USB POWERED	(cable included)









# tubez

#### MINIONS<sup>™</sup> TUBEZ LIGHT

ODE	2144F
ORDER QTY	6
DUTER CARTON	24
ATTERIES	3 X AAA (not included)
SB POWERED	(cable not included)









# THE EXTRA-TERRESTRIAL

E.T. MOON MOOD LIGHT



It's hard to believe it's been 40 years since E.T. first landed on the big screen! This Universal Classic touched and inspired the world and there's plenty of reasons to celebrate with a range of gifts that capture the magic and excitement of the Extra-Terrestrial's inspiring adventure!

BIKE ROTATES AROUND MOON

### E.T.™ MOON MOOD LIGHT

CODE	1975
ORDER QTY	6
OUTER CARTON	12
BATTERIES	3 X AA (not included)

E.T. The Extra Terrestrial © Universal City Studios LLC.













#### **E.T.™ SOUND KEYRING**

CODE		1977
ORDER QTY		24
OUTER CARTO	ON	72
BATTERIES	2 X BUTTON CE	LL (included)



Hop in the DeLorean and experience the timeless adventures of Marty McFly and Doc Brown! The genre-defining Back to the Future took viewers on the ride of their lives, and we've got a phenomenal selection of gifts to help you relive the excitement and wonder of this acclaimed Universal Classic!



#### BACK TO THE FUTURE™ LOGO LIGHT

CODE	2084
ORDER QTY	6
OUTER CARTON	18
BATTERIES	2 X AA (not included)
USB POWERED	(cable not included)



#### **BACK TO THE FUTURE™ MUG, COASTER &** KEYRING

CODE 2159F ORDER QTY OUTER CARTON

6

12



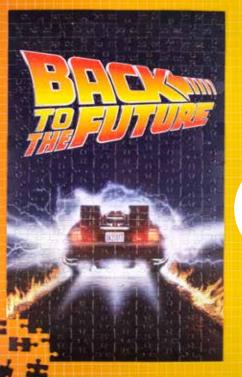


**STAINLESS** STEEL UBLE-WA Hot & Cold MINSU



**BACK TO THE FUTURE™** WATER BOTTLE

ODE	2086
RDER QTY	6
UTER CARTON	12



#### **BACK TO THE FUTURE™ PUZZLE IN A TUBE**

CODE 2085 ORDER QTY OUTER CARTON 12

6

DOUBLE SIDED **250 PIECE** 



# BACK TO THE FUTURE POSTER LIGHT

3

2

CODE	2160
ORDER QTY	6
DUTER CARTON	24
JSB POWERED	(cable included)

USB

POWERED







There's something lurking beneath the surface – a thrilling selection of Fizz products based on cinema's most famous shark! We have a poster light, mug & puzzle set, water bottle and more to keep you on the edge of your seat!



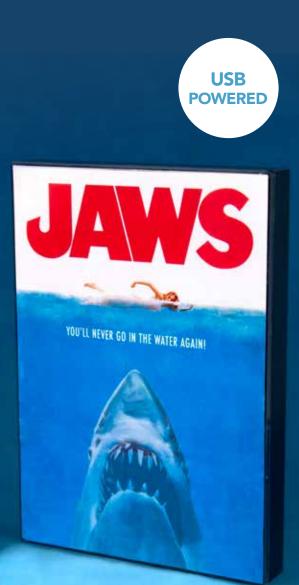
#### JAWS™ MUG, COASTER & KEYRING

CODE	2156F
ORDER QTY	6
OUTER CARTON	12
CAPACITY	430ML



JAWS<sup>™</sup> POSTER LIGHT

CODE	1984
ORDER QTY	6
OUTER CARTON	24
USB POWERED	(cable included)







It's an exciting year for Where's Wally? fans! Wally and co. have been hiding from eagle-eyed viewers for 35 years, visiting countless locations around the world on the way!

We've got a variety of fantastic gifts for the occasion, including puzzles, a water bottle and even a talking plush! There's plenty here that'll keep you coming back to find Wally all year round!

DreamWorks Where's Wally? ©DWA LLC.





#### WHERE'S WALLY?™ TALKING PLUSH

CODE	1979
ORDER QTY	6
OUTER CARTON	24
BATTERIES	3 X BUTTON CELL (included)

Hide Wally around the house and listen out for his voice to help find him!







#### WHERE'S WALLY?<sup>TM</sup> WATER BOTTLE

CODE	2095
ORDER QTY	6
OUTER CARTON	36
CAPACITY	500ML

#### WHERE'S WALLY?™ HEAT CHANGE MUG

00

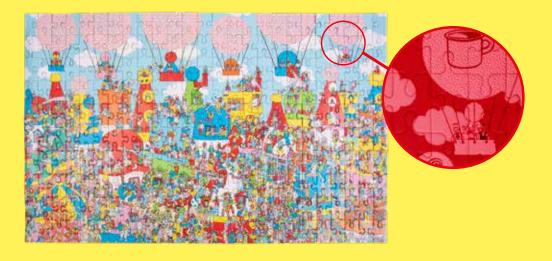
CODE	1980
ORDER QTY	6
OUTER CARTON	36
CAPACITY	330ML





CODE	198
ORDER QTY	•
OUTER CARTON	(

USE THE GLASSES TO REVEAL HIDDEN IMAGES!





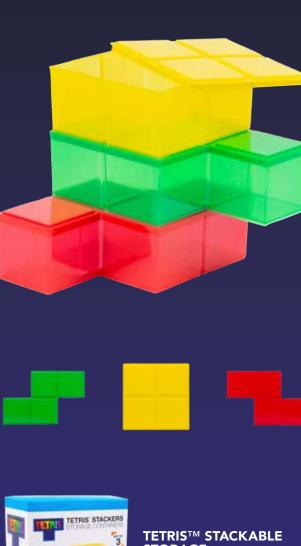


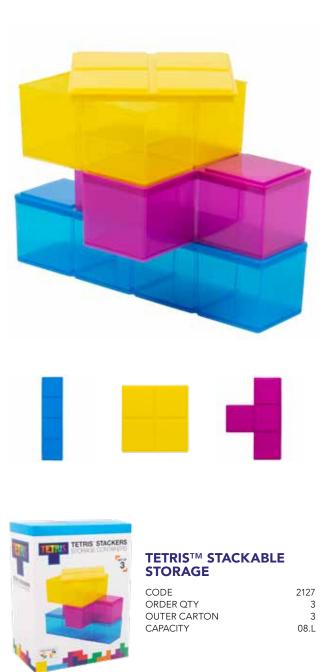
Bring the addictive and rewarding gameplay of Tetris<sup>™</sup> home with a plethora of engaging, fun gifts! Rack your brain around an impossible puzzle, store food in stackable containers or go for the high score with a game that fits in a tin!

Tetris™ & © 1985-2022 and Tetris Holding

The ageless Tetris experience translates seamlessly to these innovative products!









# TETRIS<sup>™</sup> STACKABLE STORAGE

2128
3
3
08.L

2128 3 3

# TETRIS™ STACKABLE STORAGE

ORDER QTY OUTER CARTON CAPACITY











#### TETRIS™ TETRIMINO WAFFLE MAKER

CODE	2034EU
ORDER QTY	1
OUTER CARTON	6









#### TETRIS™ IMPOSSIBLE PUZZLE

CODE ORDER QTY OUTER CARTON

#### TETRIS<sup>™</sup> MUG & PUZZLE

CODE	
ORDER QTY	
OUTER CARTON	
CAPACITY	

100 PIECES



2029

255ML

6 24







#### **TETRIS™ MUG & SOCKS**

CODE	2027
ORDER QTY	6
OUTER CARTON	24
CAPACITY	450ML



#### TETRIS™ PURPLE T STRESS SQUEEZER

CODE ORDER QTY OUTER CARTON



1 SIZE

FITS

MOST





#### TETRIS™ RED Z STRESS SQUEEZER

CODE	2101
ORDER QTY	6
OUTER CARTON	48

#### TETRIS™ BLUE J STRESS SQUEEZER

CODE	2102
ORDER QTY	6
OUTER CARTON	48





Bring the adventures of the world's fastest hedgehog to life with a super collection of gifts, from stress squeezers and socks to mugs and mood lights – you'll have a blast with this brilliant item range!



#### SONIC<sup>™</sup> MOOD LIGHT

CODE	2057
ORDER QTY	8
OUTER CARTO	N 24
BATTERIES	2 X AAA (not included)







#### **SONIC<sup>™</sup> TUBEZ LIGHT**

CODE 2170F ORDER QTY 6 24 OUTER CARTON 3 X AAA (not included) BATTERIES USB POWERED (cable not included)

> BATTERY **OR USB**

#### SONIC<sup>™</sup> GLASS, **KEYRING, COASTER**

CODE ORDER QTY OUTER CARTON

2182

6

24

EDGEHOG



















THREE IN ONE SOUND BOX

The Sonic<sup>™</sup> Sound Box is the ultimate







#### SONIC<sup>™</sup> SHOWER CURTAIN

CODE ORDER QTY OUTER CARTON

ON

2210 6

24

#### SONIC<sup>™</sup> MUG & PUZZLE

CODE	
ORDER QTY	
OUTER CARTON	
CAPACITY	

100 PIECES



2056

300ML

6

24





## **SONIC™ WATER BOTTLE** CODE 2061 ORDER QTY 6 OUTER CARTON 12 500ML CAPACITY ale-W Hot 8 Cold UM INSU **STAINLESS**

#### SONIC<sup>™</sup> STRESS SQUEEZER

CODE	
ORDER QTY	
OUTER CARTON	

2039 6 48





# R

Take a trip back in time with our exciting SEGA® Mega Drive<sup>™</sup> range. These gifts are a joy for fans and collectors alike, capturing all the nostalgic fun that made the classic 16-bit console special!

#### MEGA DRIVE™ BATH MAT

CODE	2211
ORDER QTY	6
OUTER CARTON	24

#### ©SEGA

BATTERY OR USB

#### MEGA DRIVE™ LOGO LIGHT

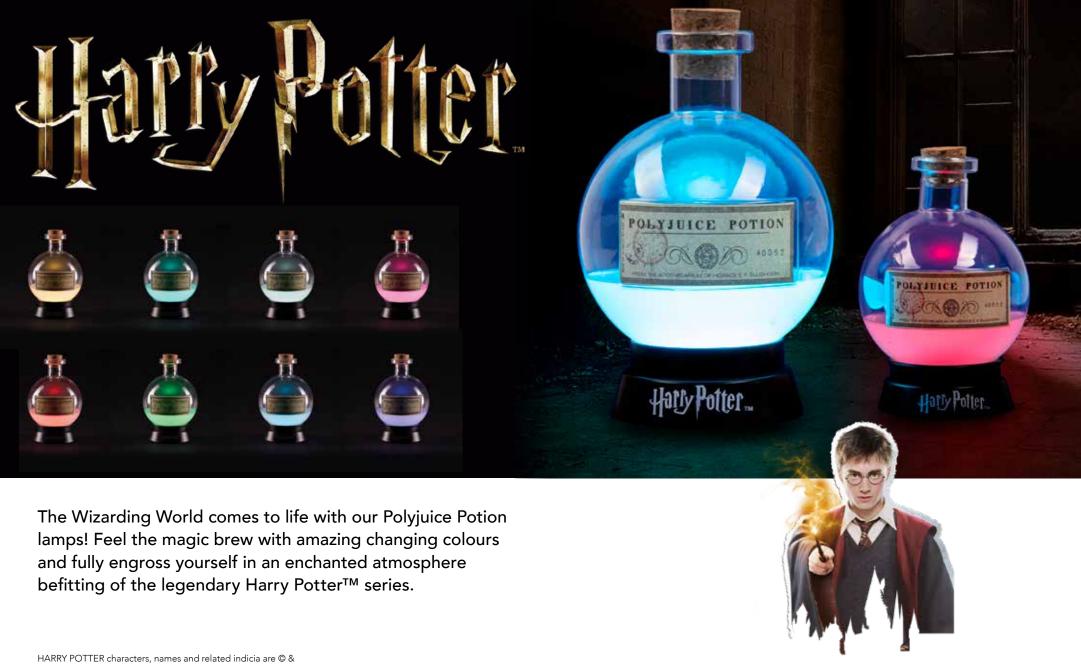
SEGA

CODE	2176
ORDER QTY	6
OUTER CARTON	24
BATTERIES	3 X AA (not included)
USB POWERED	(cable not included)

BATH MAT









For more information visit fizzcreations.com





#### **MR CREATIONS ICE CREAM SAUCE**

CODE	2207
ORDER QTY	6
OUTER CARTON	12
5 PACK	70ML







#### **MR CREATIONS PARTY PACK**

CODE 2008 ORDER QTY OUTER CARTON SPRINKLES ICE CREAM MIX 100G ICE CREAM SAUCE 70ML 4 X PAPER TUBS

6

12

#### **MR CREATIONS ICE CREAM MIX**

CHOCOLATE & VANILLA	100G
CODE	2209
STRAWBERRY & VANILLA	100G
CODE	2255
ORDER QTY	6
OUTER CARTON	12



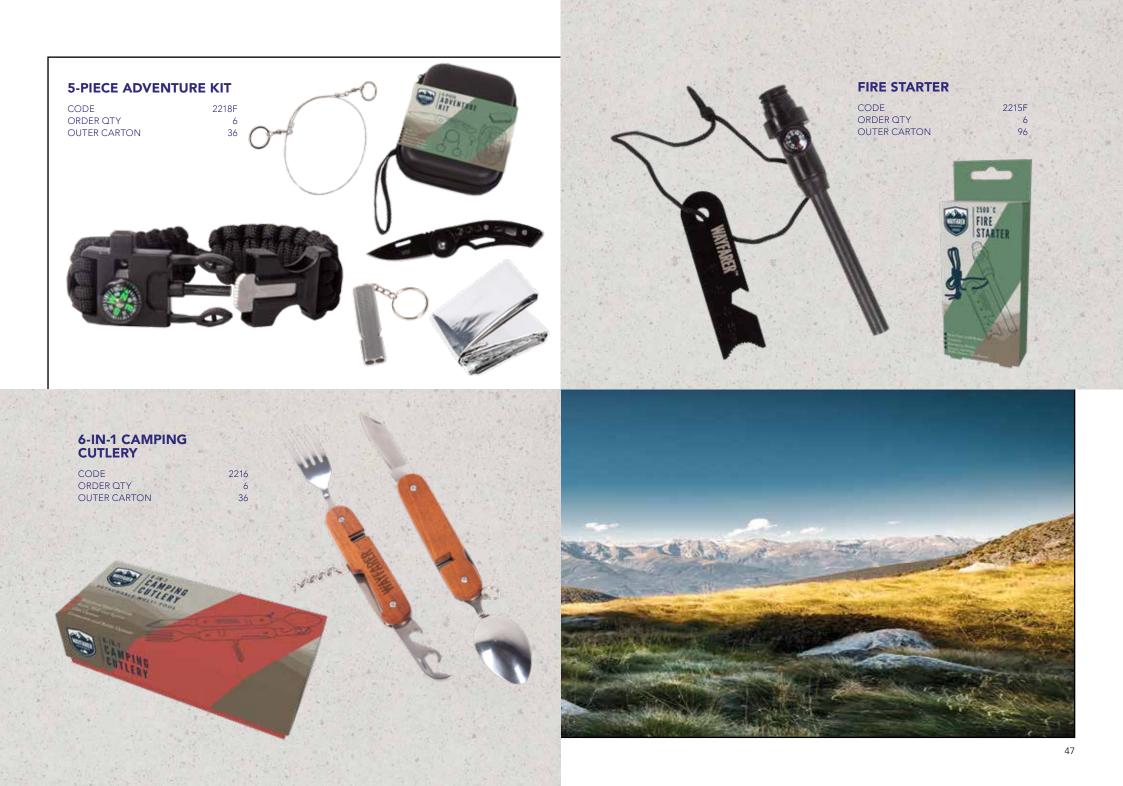


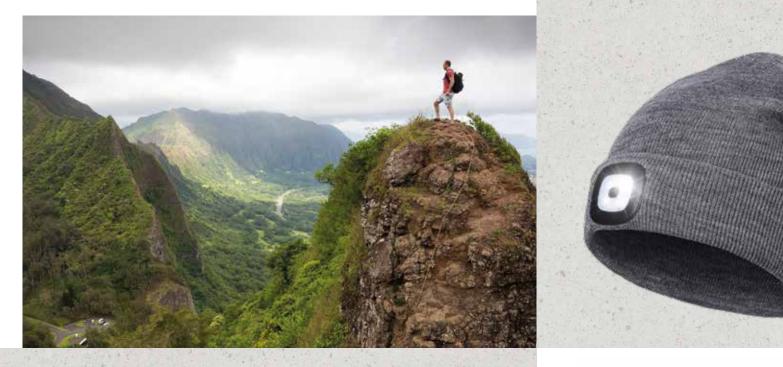
Embark on your own adventure and discover new horizons with the Wayfarer range. Embrace the challenge of the wilderness with a wide selection of survival tools, then kick back with a variety of games fit for the great outdoors!



#### 5-IN-1 EXPLORER BRACELET

CODE	2229F
ORDER QTY	6
OUTER CARTON	96







#### LED BEANIE HAT

CODE 2091A ORDER QTY 6 OUTER CARTON 18 RECHARGEABLE (Unclip the light and plug into a usb port)



### 8-IN-1 EMERGENCY BIKE REPAIR KIT

CODE 1901A ORDER QTY OUTER CARTON 36

6









CODE2223ORDER QTY6OUTER CARTON24







#### **CAMPFIRE MUG & SOCKS**

CODE 2220F ORDER QTY 6 OUTER CARTON 24





Perfect fun for all the family from squatting to hook sumo characters to completing easy tasks in silly ways using a tiny pair of sausage fingers!

#### **SUMO SQUATS**

CODE ORDER QTY OUTER CARTON 1731 6 48









Good things come in small packages, and these products are no exception! All your favourite games and gadgets fit snugly in the palm of your hand with a collection of (probably) the World's Smallest gifts!

#### WORLD'S SMALLEST VACUUM

CODE	11753F
ORDER QTY	6
OUTER CARTON	12
USB POWERED	







For more information visit fizzcreations.com



CODE	6098
ORDER QTY	6
OUTER CARTON	24
BATTERIES	3 X AG13 (included)



TECH C	LEAN	ING	KIT
--------	------	-----	-----

CODE	1954
ORDER QTY	6
OUTER CARTON	48

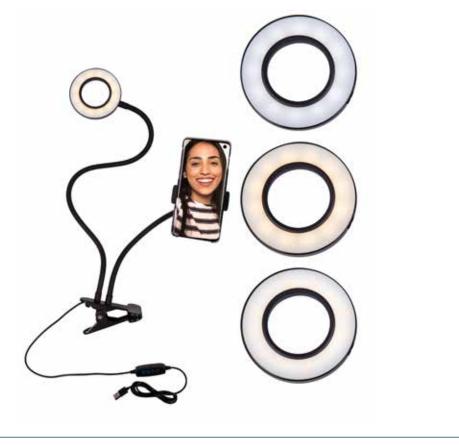




#### **DESKTOP SELFIE STATION**

CODE	1950
ORDER QTY	6
OUTER CARTON	24





## LIFESTYLE

Our lifestyle collection embraces the day to day with practical and fun gifting, vibrant lighting and positive wellbeing. Don't miss our best-selling Beard Buddy range and the Buddy Tins - perfect for gents on the go! INCLUDES DOUGH POTS, SCULPTING TOOL AND MOULD

#### MAKE YOUR OWN DOUGH LIGHT-UP PLANET

CODE 2202F ORDER QTY 6 OUTER CARTON 24 BATTERIES 1 X LR44 (included)



INCLUDES DOUGH POTS, SCULPTING TOOL AND MOULD

#### MAKE YOUR OWN DOUGH LIGHT-UP DRAGON

CODE	2203F
ORDER QTY	6
OUTER CARTON	24
BATTERIES	1 X LR44 (included)



#### LIGHT UP NEON EFFECT WRITING FRAME

CODE1213ORDER QTY6OUTER CARTON18BATTERIES3 X AA









#### ASTRONAUT SUNSET LAMP

CODE2201FORDER QTY6OUTER CARTON24USB POWERED(cable included)



#### **MAN APRON**

CODE ORDER QTY OUTER CARTON



#### **RACING CAR MULTITOOL**

DDE 1174 RDER QTY JTER CARTON 2





#### RACINGCAR BACINGCAR DULLE MULLE MULE

THE ONLY TOOL YOU NEED

0

#### SELF STIRRING LAZY MUG

CODE	1056
ORDER QTY	6
OUTER CARTON	24
CAPACITY	400ML / 14 FL OZ
BATTERIES	2 x AA (not inlcuded)







For more information visit fizzcreations.com

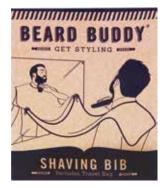
## 



#### BEARD BUDDY SHAVING BIB

CODE ORDER QTY OUTER CARTON 3003 6 48

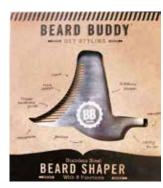






#### BEARD BUDDY BEARD SHAPING TOOL

CODE	1456
ORDER QTY	24
OUTER CARTON	96





#### **UNICORN MOOD LIGHT**

CODE	9200	
ORDER QTY	6	
OUTER CARTON	12	
BATTERIES	3 X AAA (not included)	







#### UNICORN JELLY MOOD LIGHT

CODE 1879 ORDER QTY 6 OUTER CARTON 24 BATTERIES 3 X AAA (not included)



Bubblegum 18cm Scented



#### **UNICORN WIRELESS SPEAKER**

CODE ORDER QTY OUTER CARTON BATTERIES

1521 10 DN 40 (Rechargeable Li-on battery (included)







For more information visit fizzcreations.com

#### **ZEBRA PLANT POT**

CODE ORDER QTY OUTER CARTON



1835

6

18





#### **GIRAFFE PLANT POT**

CODE ORDER QTY OUTER CARTON

GIRAFFE



#### LEOPARD PAW MUG

CODE	1828
ORDER QTY	6
OUTER CARTON	12
CAPACITY	300ML / 10FL OX





#### LEMUR TRINKET TRAY

CODE 1836 ORDER QTY OUTER CARTON

6 36





#### **LEOPARD LUNCH BAG**

CODE	1834
ORDER QTY	12
OUTER CARTON	48



#### LEOPARD STRESS SQUEEZER

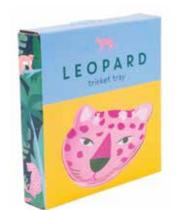
CODE	1831
ORDER QTY	12
OUTER CARTON	24





#### LEOPARD TRINKET TRAY

CODE	1913
ORDER QTY	12
OUTER CARTON	72





#### 1. Definitions

In this document the following words shall have the following meanings:

- 1.1 Agreement" means these Terms and Conditions together with the terms of any applicable Purchase Order;
- 1.2 "Buyer" means an Authorised Reseller of Fizz Creations GmbH and also referred to here as "Fizz";
- "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Purchase Order" means the standard Buyer document which describes the goods and/or services to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier;
- "Supplier" means Fizz Creations GmbH the organisation or person who supplies goods and/or services to the Buyer;
- 1.6 "Authorised Reseller" means a buyer who is Authorised to sell, and or offer for sale, the goods to end users. An Authorised Reseller shall have signed an Authorised Seller Agreement.
- 1.7 "Customer" means an end user of the product or service, supplied by the buyer or Fizz

#### 2. General

- 2.1 Orders given by the customer to Fizz Creations GmbH are not binding until accepted either by written acknowledgement from Fizz Creations GmbH or by delivery of the goods (whichever is earlier). Orders accepted by Fizz Creations GmbH and goods sold by Fizz Creations GmbH are subject to the terms and conditions set out in this document. Unless and only to the extent expressly stipulated or agreed in writing by a Fizz Creations GmbH director, these terms and conditions shall prevail to the exclusion of any and all terms and conditions put forward by the customer, resulting in no contractual effect.
- 2.1.1 Unless previously agreed in writing by a Fizz Creations GmbH director, no verbal, written, or other addition to, or variation or waiver of these conditions shall be effective. – Any clerical errors set out in this catalogue / document are subject to correction. – If any provision of these conditions is held by any competent authority to be unenforceable in whole or in part, then the validity of the other provisions of the conditions, and the remainder of the provision in question, shall not then be affected. – The minimum order value is €250.

-Items may only be purchased by packs (not individually). Product pack sizes are detailed on the price list. -Distributors must purchase items by master cartons only.

-The shipping cost will be added to the invoice (unless the order is collected) and varies depending on the territory, as follows:

Germany: 5% of order value

Rest of EU (not including islands): 7% of order value Rest of Europe: charged at cost

Orders over  ${\bf \in}1000~{\rm or}$  orders shipped on pallets will be charged at cost.

-Any customs duties or VAT (for deliveries to non EU countries) are payable by the customer. -For carton labels or any other special requirements, please discuss with your account manager.

- 2.1.2 These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Supplier pursuant to one or more Purchase Order (s).
- 2.2 Where it is agreed that the Supplier shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.3 No changes or variations to any Purchase Order shall be effective unless agreed in writing between the parties.
- 2.4 These Terms and conditions may be changed at any point in time by Fizz Creations GmbH. The updated version and any changes will be posted on our website.
- 2.5 The full extent of any agreement between the parties shall be governed by the Authorised Reseller agreement.
- 2.6 No rights to sell, or offer for sale any goods supplied by Fizz Creations GmbH shall be granted to any other party, except to an Authorised Reseller who has signed an Authorised reseller Agreement

#### 3. Price and Payment

- 3.1 Quotations Unless otherwise stated, quotations and/ or prices provided by us are valid for a period of 28 days and only constitute an invitation to treat. We reserve the right to withdraw a quotation or to alter any of its items, including pricing, at any time.
- 3.2 Price Unless otherwise stated, all prices quoted by Fizz Creations GmbH exclude VAT, packaging and delivery costs (whether payable by Fizz Creations GmbH or the customer), all of which will be paid by the customer.
- 3.2.1 The price of goods will be in accordance with the up to date Fizz Creations GmbH price list, a copy of which is available to customers at any time. Price reductions can only be authorised in writing by a Fizz Creations GmbH director.

- 3.2.2 Fizz Creations GmbH reserve the right to alter any prices or remove discounts at any time without notice.
- 3.2.3 The price and any taxes and expenses for the goods and/ or services shall be as specified in the Purchase Order and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax
- 3.2.4 An invoice shall be produced by the Supplier to the Buyer in accordance with the terms set out in the Purchase Order. The Buyer shall pay for the goods and/ or services at the end of the month following the month in which the goods and/or services are supplied or in which the invoice is received, whichever is the later. In no circumstances shall the time for payment be of the essence of the Agreement.
- 3.2.5 The Buyer shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.
- 3.2.6 In the event of late payment by the Buyer, the Supplier shall be entitled to charge the Buyer interest at the rate of 2% per annum above the base rate of the Bank of England, from the date when payment becomes due from day to day until the date of payment.
- 3.2.7 If the parties agree that the Supplier is to provide goods and/or services or resources in addition to those specified in a Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement.
- 3.2.8 Once a Purchase Order has been agreed by the Buyer the price for the goods and/or services shall be fixed.
- 3.3 Cancellation Orders that have been accepted may not be cancelled by the customer unless express permission has been granted by a Fizz Creations GmbH director. If such an agreement is given, the customer will pay a sum in order of work done. – All cancelled orders or returned goods will be subject to a 50% returns charge, unless a waiver is agreed in writing by a Fizz Creations GmbH director prior to stock being returned. – Returns will only be accepted with an authorised returns reference number. Any deliveries received without a valid returns reference number will be refused. Please call customer services on 01903 327006 to apply for a returns reference number.

### **4.** Warranty4.1 The Suppli

The Supplier warrants and guarantees that all goods and materials supplied under this Agreement shall be free from any defects, patent or latent, in material and workmanship, conform to applicable specifications and drawings and, to the extent that detailed designs were not provided to the Buyer, will be free from design defects and in every aspect suitable for the purposes intended by the Buyer, as to which the Supplier hereby acknowledges that it has had due notice. The approval by the Buyer of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this Clause.

- 42 The Supplier's obligations under this Clause shall extend to any defect or non-conformity arising or manifesting itself within the manufacturer's warranty period from deliverv.
- 4.3 Where there is a breach of the warranty contained in this Clause by the Supplier, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Agreement, may require the Supplier to repair or replace the defective goods at the Supplier's risk and expense or repay the price or part of the price relating to the defect to the Buyer.
- Items repaired or replaced shall be subject to these 4.4 Terms and Conditions in the same manner as those originally delivered under this Agreement.

#### 5. Deliverv

- 51 Delivery of the goods shall be made to the buyer's normal place of business as stated on the Purchase Order, or to such other place of delivery as is agreed between the parties in writing prior to delivery of the Goods. Any other such location as the Buyer shall direct, will be at the expense of the buyer, or mutually agreed by the parties.
- 5.2. The Supplier will deliver the Goods during normal business hours and the Supplier shall off-load the Goods any time agreed between the parties for such delivery shall be of the essence of the Agreement, and the Buyer shall be entitled to cancel, without notice, the whole or any part of this Agreement if this Clause is not complied with by the Supplier.
- 5.3 Where the Buyer cancels the whole or part of the contract in accordance with Clause 5
- 5.3.1 All sums payable by the Buyer in relation to the whole or part of the contract cancelled shall cease to become payable;
- 5.3.2 All sums paid by the Buyer in relation to the whole or part of the contract cancelled shall be repaid by the Supplier immediately;
- 5.4 All deliveries shall be made under the International Chamber of Commerce (ICC)Incoterms 2018. Being "Ex Works (EXW)" Fizz Creations GmbH, German warehouse in Nordhorn, Germany. Unless agreed by the parties to be otherwise.
- 6. Payment and returns Credit is granted by us in sole and absolute discretion.

We reserve the right to withdraw credit at any time and demand payment in full.

- 6.1 Payment for goods, where credit has been agreed, shall be made within 30 days from the date of invoicing. Any extension in credit terms must be made prior to raising an order and must be confirmed in writing by a Fizz Creations GmbH director.
- 6.2 All invoices from Fizz Creations GmbH are to be paid within 30 days, commencing from the date of invoicing. Payment will be made directly to Fizz Creations GmbH. Cheques are to be made payable to Fizz Creations GmbH. If paying by BACS, please contact customer services or credit control on +44 1903 327006.
- Any sums outstanding after the 30 day net period will 6.3 accrue interest, charged at 4% above Lloyds base rate. In consideration of Fizz Creations GmbH providing a credit facility to the customer with respect to the supply of goods, the signatories of the order document/form accept joint liability for any invoices not settled by the customer within 30 day of the invoice date. 7.

#### Title

- 71 The Supplier warrants that it has good title to the goods and that it will transfer such title as it may have in the goods to the Buyer pursuant to Clause 6.2.
- 7.2 Title in the goods will pass to the Buyer when the goods are unconditionally appropriated (by either party or by or with the consent of either party) to this Agreement, or on delivery to the Buyer, whichever happens first. Without prejudice and in addition to any other remedies we may have, the property in any goods delivered to the customer, or for customers' use, shall remain under the ownership of Fizz Creations GmbH until invoices are paid in full for these or any other goods supplied by us to the customer at any time. Until such payment is made in full, the customer acts as fiduciary agency and bailee and shall store and insure the goods properly in such a way that they are clearly identifiable as property of Fizz Creations GmbH, who reserve the right to require the customer to return the goods at the customer's expense. If this requirement is not met immediately, Fizz Creations GmbH have the right without prior notice at any time to retain or retake possession of the goods, in whole or part. Hereby the customer grants Fizz Creations GmbH the right to enter any premises occupied by the customer to recover the goods from anything they are stored in. attached to, or displayed on, without Fizz Creations GmbH bearing any responsibility for any damage caused. 8. Risk
- 8.1 The goods will be and shall remain at the Supplier's

risk until such time as they are delivered to the Buyer (or at his direction) and are found to be in accordance with the requirements of this Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the goods and, on request from the Buyer, to assign to the Buyer the benefits of such insurance until such time as to be unloading at the delivery location, the risk in whole shall be the customer's, who shall insure accordingly. Exception being when goods are returned to Fizz Creations GmbH at their request and the goods physically located on their premises.

8.2 Any other terms of delivery or risk shall be stated and agreed by the Seller on an official Purchase order and made under the International Chamber of Commerce (ICC) Incoterms 2018

#### 9. Inspection of Goods

- 9.1 The Buyer shall inspect the goods upon delivery.
- Where goods are damaged the Buyer shall notify the 9.2 Supplier within 48 hours, or two business days. Failure to do so, will void any right of return or rejection, and the goods will be deemed to have been accepted in good condition. The Buyer may reject the damaged goods and the following provisions shall apply:
- 9.2.1 The Supplier shall collect the damaged goods from the Buyer at the Supplier's expense within 7 days, or a credit will be issued.
- 9.2.3 All sums payable by the Buyer in relation to the damaged goods shall cease to become payable, once goods are agreed to be collected. Or automatically credited within 7 davs:
- 9.2.4 All sums already paid by the Buyer in relation to the damaged goods shall be repaid by the Supplier immediately; 8.3 Where there are shortages in the order the Buyer shall notify the Supplier, within 48 hours and or two business days. Failure to do so, will void any right of return or rejection, and the goods will be deemed to have been accepted in good condition and in full, and the following provisions shall apply.:
- 9.3.1 All sums payable by the Buyer in relation to the missing goods shall cease to become payable;
- 9.3.2 All sums paid by the Buyer in relation to the missing goods shall be repaid by the Supplier immediately;
- 9.4 If the Buyer so requests, the Supplier shall immediately replace damaged goods or supply goods which are missing at the Supplier's expense or the Buyer shall be entitled to cancel, without notice, the whole or any unexecuted part of the order and the rights referred to in Clause 5.2 shall apply.
- 9.5 Where there is an excess of goods in relation to the

order the Buyer may reject the excess goods by notice in writing to the Supplier and the following provisions shall apply:

- 9.5.1 The Supplier shall collect the excess goods from the Buyer at the Supplier's expense;
- 9.5.2 No sum shall be due to the Supplier for the excess goods and in the event that sums are paid to the Supplier for the excess goods, the Supplier shall repay such sums to the Buyer immediately.
- 9.6 The Buyer may accept excess goods by notifying the Supplier of such acceptance and the price of the excess goods shall be payable by the Buyer.
- 9.7 The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from the Buyer.
- 9.8 The Buyer's signature on any delivery note of the Supplier is evidence of the number of packages received and items received unless a shortage is reported within 48 hours.

#### 10. Supplier's Obligations

- 10.1 The Supplier warrants, represents and undertakes that:
- 10.1.1 All services performed under this Agreement shall be performed with all due skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry ("Best Industry Practice");
- 10.1.2 The Supplier Personnel will possess the qualifications, professional competence and experience to carry out such services in accordance with Best Industry Practice;
- 10.1.3 The services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and
- 10.1.4 It has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents and permits required of it for the performance of the services.
- 10.2 The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the services as may be requested by the Buyer from time to time.
- 10.3 The Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the services as may be appropriate or as the Buyer may require from time to time.
- 10.4 The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and

keep indemnified the Buyer from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to the Buyer or any third party by the Supplier Personnel.

#### 11. Termination

- 11.1 The Buyer or Supplier may terminate this Agreement for any reason by providing 15 days prior written notice to the other party.
- 11.2 The Buyer may terminate this Agreement with immediate effect by providing written notice to the Supplier if:
- 11.2.1 The Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 11.2.2 The Supplier ceases to carry on its business or substantially the whole of its business; or
- 11.2.3 The Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

#### 12. Indemnity

The Supplier agrees to indemnify the Buyer against all claims, costs and expenses which the Buyer may incur and which arise, directly or indirectly, from the Supplier's breach of any of its obligations under this Agreement.

#### 13. Intellectual Property Rights

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Buyer, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in the Buyer by the execution of appropriate instruments or the making of agreements with third parties.

#### 14. Force Majeure

The Buyer shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

#### 15. Relationship of Parties

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.

Assignment

16.

The Supplier shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Buyer.

#### Severability

17.

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

#### 18. Waiver

No failure by the Buyer to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.

#### 19. Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

#### 20. No third parties

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

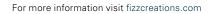
#### 21. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

Any future publication of this agreement online at the following website: www.fizzcreations.com shall be deemed to be accepted from the published date and supersede these terms and conditions. These terms and conditions shall be governed by the Authorised Reseller agreement and shall form the Reseller Agreement shall form the overriding document and terms.

22. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of Germany and the parties hereby submit to the exclusive jurisdiction of the German courts.





### Find the latest news on our Exhibitions and Events online at **fizzcreations.com/exhibitions**

#### UK

6 Commerce Way Lancing West Sussex BN15 8TA

t. 01903 327006 e. sales@fizzcreations.com w. fizzcreations.com

#### ΗK

Room 101c, 1/F Liven House 61-63 King Yip Street Kwun Tong, Hong Kong

t. 852 2389 9869 f. 852 2389 6227 e. sales@fizzcreations.com w. fizzcreations.com

#### EUROPE

Fizz Creations GmbH Stadtweide 17 46446 Emmerrich Deutschland

e. sales@fizzcreations.com w. fizzcreations.com