

**FIZZ**  
CREATIONS



SUPPLEMENT CATALOGUE 2020





## OUR VALUES...

Over the past 10 years we've had some time to think about what is important to us and our customers – we maintain focus throughout core values that come together to make Fizz Creations the phenomenal company it is...

## WE ARE RESPECTFUL

We strive to show nothing but respect for the people we work with and the contribution they make.

## WE ARE CREATIVE

It's not just about creating what we want. We need to create what the consumer wants. Creative forward-thinking and trend analysis allow us to lead the way in new innovative product development.

## WE ARE ETHICAL

We believe in doing the right thing.  
We are socially responsible.  
We will make the world a better place.

## WE ARE A TEAM

Our teamwork makes us strong.  
We get the best results through continued proactive collaboration.

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SLUSH PUPPIE® 04

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# SLUSH PUPPIE®

Our extensive range of SLUSH PUPPIE products, including the classic machine, is joined by a new collection of milkshake, sundae and freakshake sets in the iconic red cherry and blue raspberry flavours - perfect for gifting!



VIEW THE WHOLE RANGE AT [FIZZCREATIONS.COM/SLUSH-PUPPIE](https://fizzcreations.com/slush-puppie)



## SLUSH PUPPIE® Sundae Set

### BLUE RASPBERRY

CODE 1767  
BARCODE 5060679334078  
ORDER QTY 6  
OUTER CARTON 24

### RED CHERRY

CODE 1771  
BARCODE 5060679334115  
ORDER QTY 6  
OUTER CARTON 24

### WHAT'S INCLUDED

Sundae Glass, Plastic Spoon, Sprinkles, Marshmallows and Squeezy Syrup.



## SLUSH PUPPIE® Red Cherry Milkshake Set

CODE 1773  
BARCODE 5060679334191  
ORDER QTY 6  
OUTER CARTON 24

### WHAT'S INCLUDED

Stainless Steel Mixing Canister, Flavoured Milkshake Powder and Sprinkles.



## SLUSH PUPPIE® Freeze Pop & Syrup Set

CODE 1751  
BARCODE 5060679336843  
ORDER QTY 12  
OUTER CARTON 24



Create  
your own  
SLUSH PUPPIE®  
ice lolly with this  
reusable freeze  
pop maker



## SLUSH PUPPIE® Freakshake Set

### BLUE RASPBERRY

CODE 1753  
BARCODE 5060679333996  
ORDER QTY 6  
OUTER CARTON 24

### RED CHERRY

CODE 1754  
BARCODE 5060679334030  
ORDER QTY 6  
OUTER CARTON 24

### WHAT'S INCLUDED

Mason Jar, Straw, Sprinkles, Marshmallows and Squeezy Candy.







### Drag Queen Mug

CODE 1639  
 BARCODE 5060598358308  
 ORDER QTY 6  
 OUTER CARTON 12  
 CAPACITY 300ml / 10 fl oz



### Drag Queen Jigsaw Puzzle

CODE 1940  
 BARCODE 5060767273715  
 ORDER QTY 12  
 OUTER CARTON 24



### Make Your Own Drag Queen

CODE 1660  
 BARCODE 5060767273531  
 ORDER QTY 12  
 OUTER CARTON 48



### Drag Queen Bingo

CODE 1662  
 BARCODE 5060598358360  
 ORDER QTY 12  
 OUTER CARTON 24

3+ Players







People love their animals and our new interactive games are certain to be a hit with owners as they have fun playing with their pets.



### Magic Tricks With Your Pet

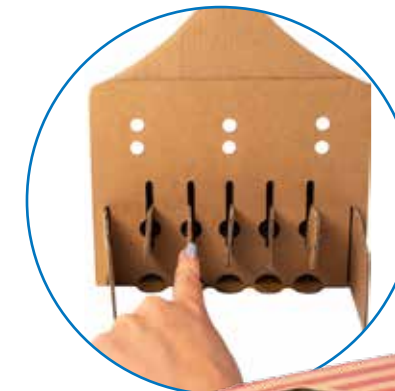
CODE 1680  
 BARCODE 5060767273791  
 ORDER QTY 6  
 OUTER CARTON 36

#### WHAT'S INCLUDED

3 plastic cups (firm plastic)  
 1 magic slider box  
 1 printed handkerchief  
 10 cards with tricks



NEW



NEW

MAKE YOUR OWN

### Make Your Own Whack-A-Mouse

CODE 1679  
 BARCODE 5060767274019  
 ORDER QTY 6  
 OUTER CARTON 36



6-Piece  
 CDU  
 Available





# ESCAPE FROM THE HAUNTED HOTEL



## Escape From The Haunted Hotel

CODE 1636  
BARCODE 5060767273487  
ORDER QTY 6  
OUTER CARTON 12

1+ Players

NEW

5  
Mysterious  
Rooms

3  
Unique  
Playthroughs





SELFIE  
LIGHT  
RING &  
TRIPOD

Selfie Light -  
Vlogging Stand

CODE 11288  
BARCODE 5060679339721  
ORDER QTY 12  
OUTER CARTON 12



NEW

16cm  
Diameter  
Ring

3  
Light  
Settings

↑  
Extends  
53-78cm  
↓

USB  
Powered

Phone  
Holder  
Included



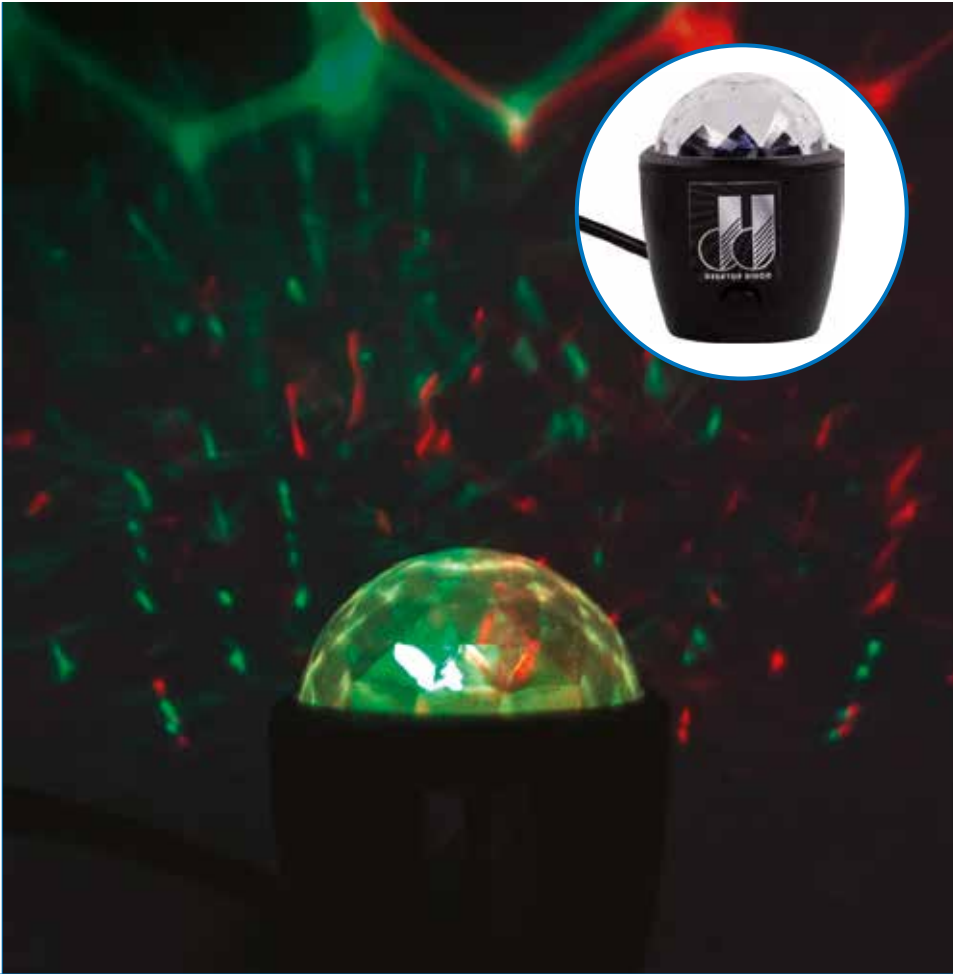
Pocket Disco Party Light

CODE 11085  
BARCODE 5060679332623  
ORDER QTY 18  
OUTER CARTON 114  
USB POWERED



NEW

Includes  
Lightning &  
Micro USB  
Adapter



Emergency  
Decorate Your Desk

CODE 1683  
BARCODE 5060767272787  
ORDER QTY 6  
OUTER CARTON 12  
USB POWERED



NEW

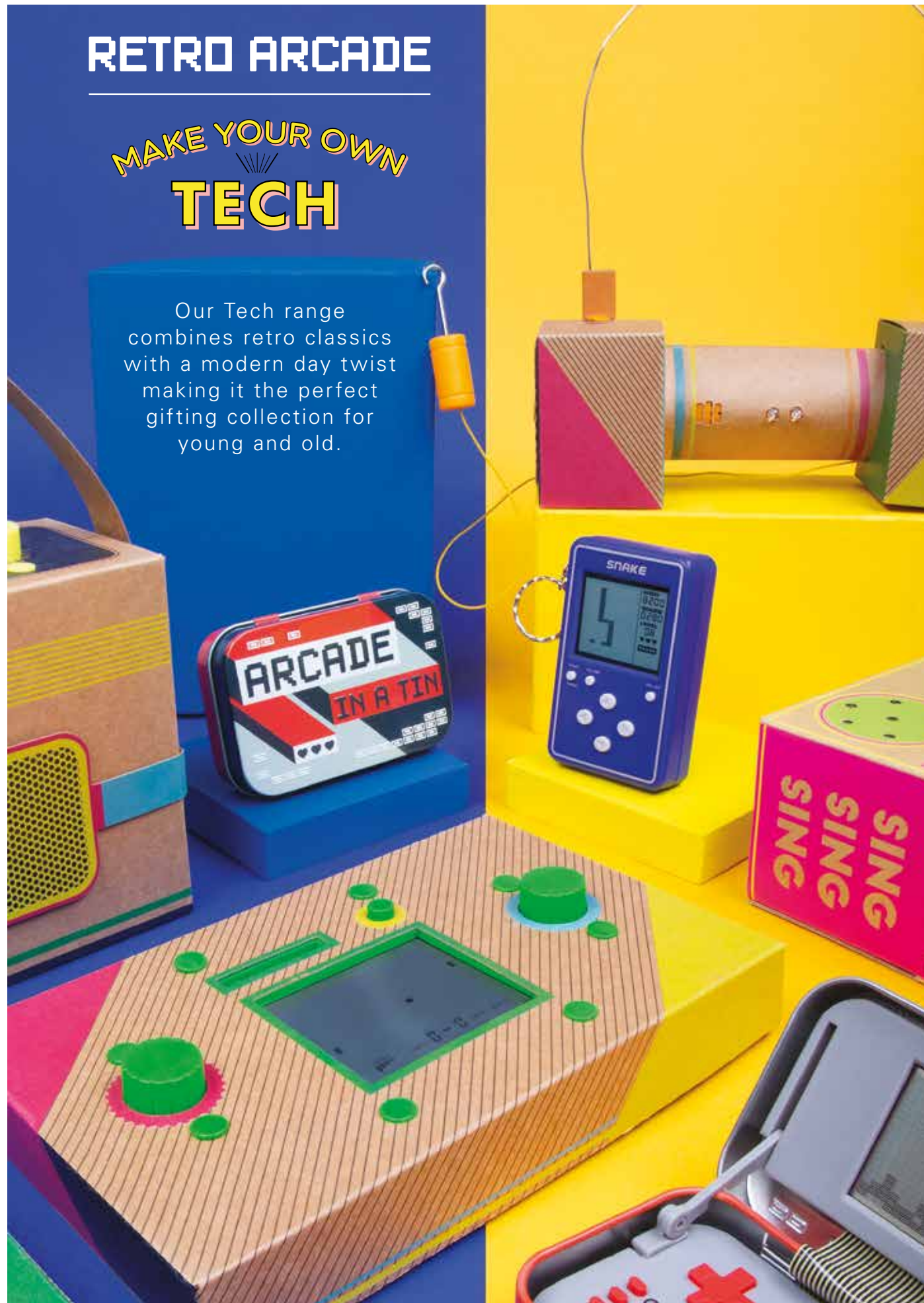




# RETRO ARCADE

## MAKE YOUR OWN TECH

Our Tech range combines retro classics with a modern day twist making it the perfect gifting collection for young and old.



### Keyring Snake

CODE	1780
BARCODE	5060679337246
ORDER QTY	6
OUTER CARTON	24
BATTERIES	2 X AAA (not included)



### Arcade in a Tin

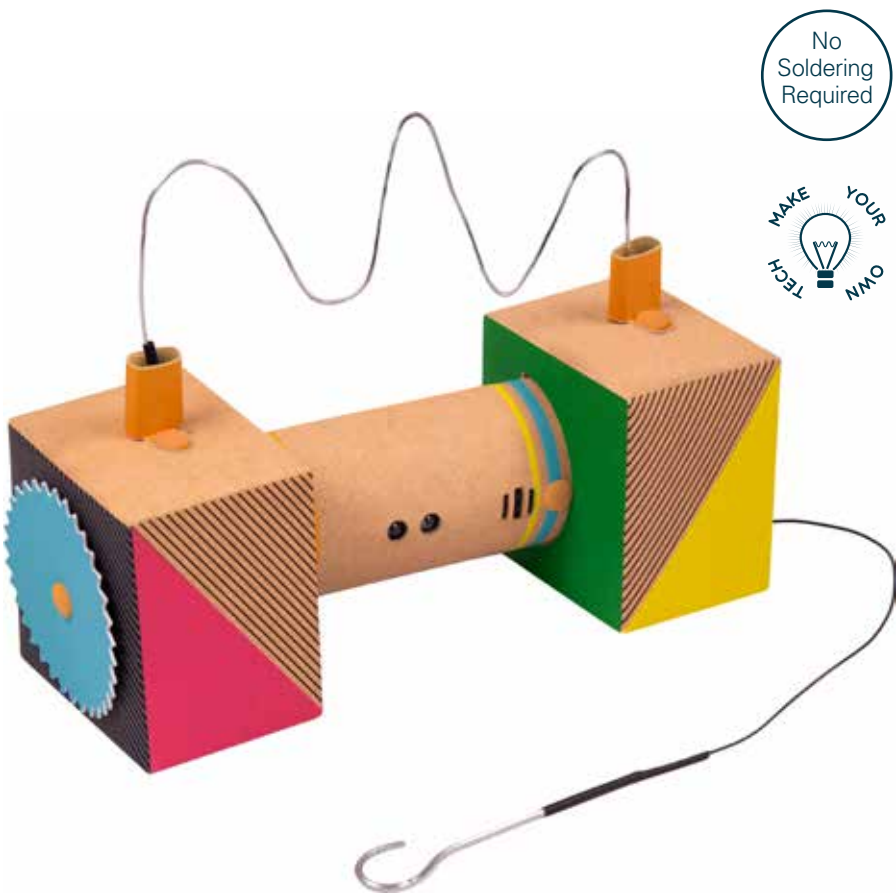
CODE	1797
BARCODE	5060679337284
ORDER QTY	6
OUTER CARTON	24
BATTERIES	2 X AAA (not included)





Make Your Own Buzzer

CODE 1781  
BARCODE 5060679336966  
ORDER QTY 12  
OUTER CARTON 24  
BATTERIES 3 X AAA (not included)



No  
Soldering  
Required



Make Your Own Synth

CODE 1788  
BARCODE 5060679337123  
ORDER QTY 12  
OUTER CARTON 24  
BATTERIES 3 X AAA (not included)



No  
Soldering  
Required



Make Your Own Radio

CODE 1783  
BARCODE 5060679337048  
ORDER QTY 12  
OUTER CARTON 24  
BATTERIES 1 x 9V (not included)



No  
Soldering  
Required



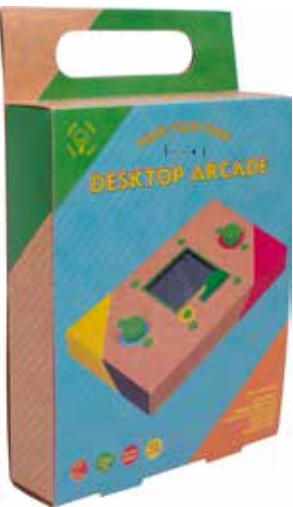
No  
Soldering  
Required

2  
Player



Make Your Own Desktop Arcade

CODE 1790  
BARCODE 5060679337208  
ORDER QTY 12  
OUTER CARTON 24  
BATTERIES 3 X AAA (not included)







### Make Your Own Sketcher

CODE 1789  
 BARCODE 5060679337161  
 ORDER QTY 12  
 OUTER CARTON 24



### Make Your Own Lie Detector

CODE 6049A  
 BARCODE 5060767274309  
 ORDER QTY 12  
 OUTER CARTON 24  
 BATTERIES 1 x 9V (not included)



### Make Your Own Torch

CODE 1782  
 BARCODE 5060679337000  
 ORDER QTY 12  
 OUTER CARTON 24  
 BATTERIES 3 X AAA (not included)

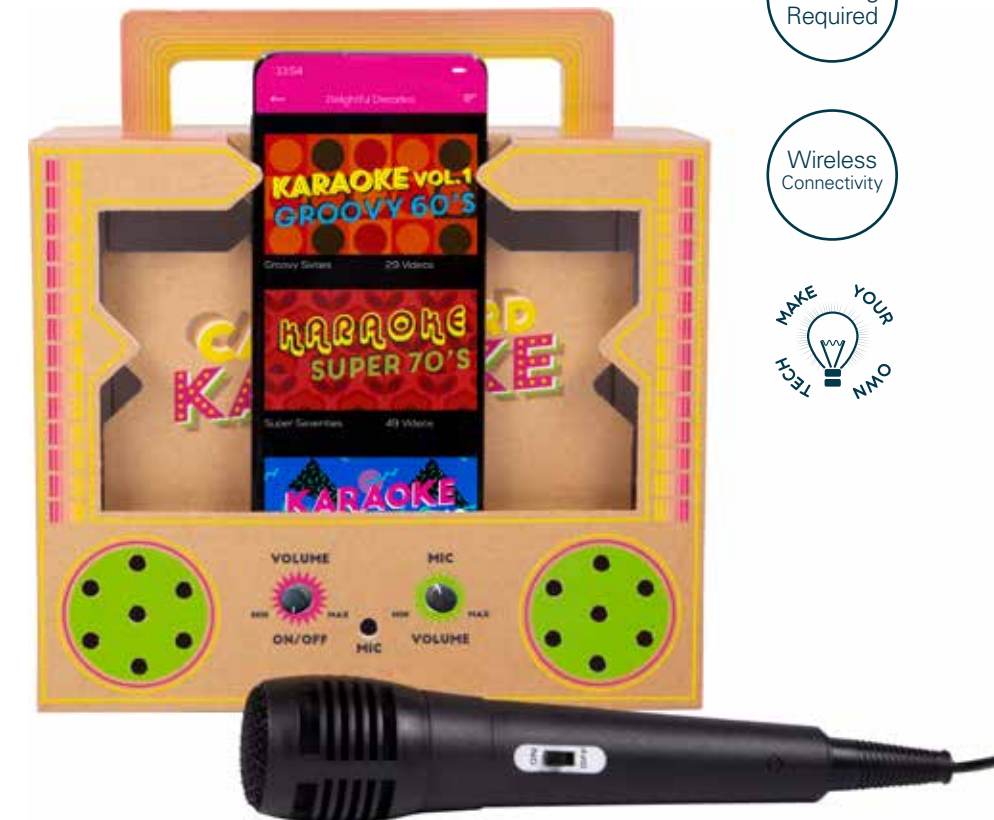


### Cardboard Karaoke

CODE 1785  
 BARCODE 5060679337086  
 ORDER QTY 10  
 OUTER CARTON 20  
 BATTERIES 3 X AA (not included)

#### MORE INFO

Connect your phone wirelessly to the Cardboard Karaoke, place your phone in the holder and plug in the mic. You're now ready to sing to your heart's content. Features music volume dial and mic volume dial.





# Buddy

Everyone needs a buddy... especially one you can carry around in your pocket. Fixing a puncture, cleaning your trainers, trimming your beard... there's a buddy for everyone!



## Travel Buddy

CODE 1899  
BARCODE 5060679337659  
ORDER QTY 6  
OUTER CARTON 48



## Trainer Buddy

CODE 1898  
BARCODE 5060679337611  
ORDER QTY 6  
OUTER CARTON 48



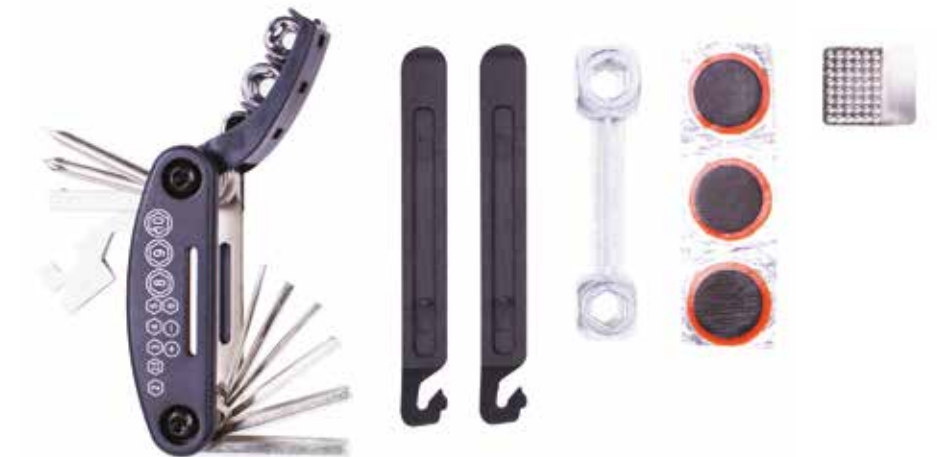
## Nail Buddy

CODE 1900  
BARCODE 5060679337697  
ORDER QTY 6  
OUTER CARTON 48



## Cycle Buddy

CODE 1901  
BARCODE 5060679337734  
ORDER QTY 12  
OUTER CARTON 24





## Character Workout Cards

CODE 1824  
 BARCODE 5060679335129  
 ORDER QTY 6  
 OUTER CARTON 36

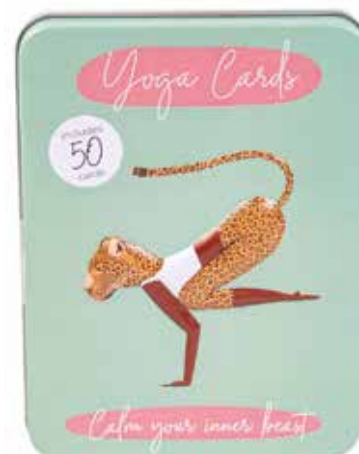
50  
Cards



50  
Cards

## Character Yoga Cards

CODE 1825  
 BARCODE 5060679336010  
 ORDER QTY 6  
 OUTER CARTON 36



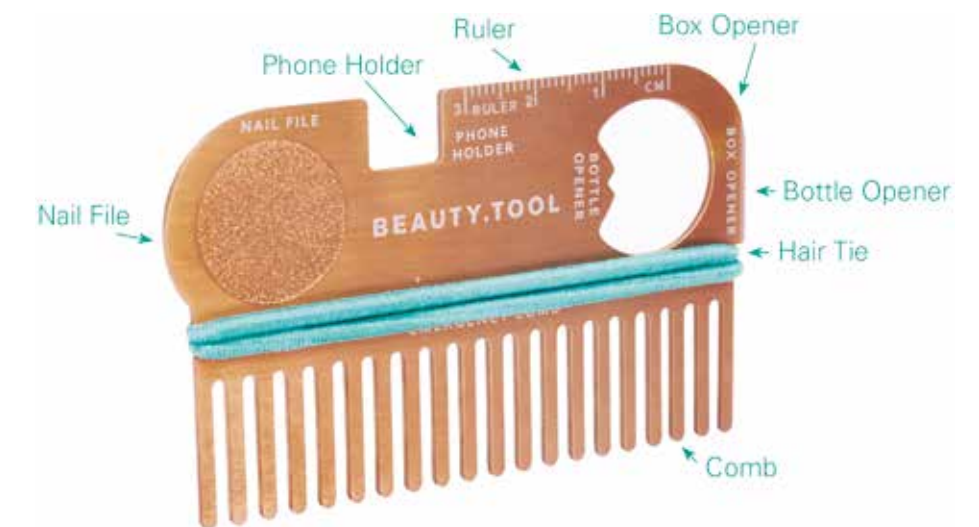
## Rose Gold Keyring Light

CODE 1891  
 BARCODE 5060679336027  
 ORDER QTY 6  
 OUTER CARTON 72  
 BATTERY 1 x CR927 (included)



## Rose Gold Credit Card Tool

CODE 1820  
 BARCODE 5060679336102  
 ORDER QTY 6  
 OUTER CARTON 72



## Rose Gold Multi-Tool

CODE 1819  
 BARCODE 5060679336065  
 ORDER QTY 6  
 OUTER CARTON 72





### MYO Neon Light Blue

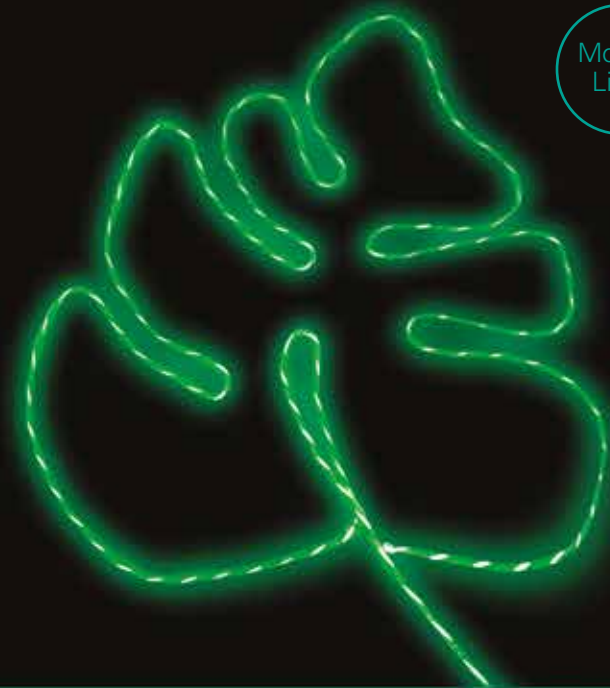
CODE 1813  
 BARCODE 5060679338489  
 ORDER QTY 6  
 OUTER CARTON 36  
 USB POWERED



Moving  
Light

### MYO Neon Light Green

CODE 1808  
 BARCODE 5060679335495  
 ORDER QTY 6  
 OUTER CARTON 36  
 USB POWERED



Moving  
Light

### Neon Speech Bubble Frame Light

CODE 1807  
 BARCODE 5060679335457  
 ORDER QTY 6  
 OUTER CARTON 18  
 USB POWERED



### Unicorn Jelly Mood Light

CODE 1879  
 BARCODE 5060679335570  
 ORDER QTY 6  
 OUTER CARTON 24  
 BATTERIES 3 x AAA (not included)



↑  
18cm  
↓

Bubblegum  
Scented

### Pillow Blanket

CODE 1803  
 BARCODE 5060679335532  
 ORDER QTY 6  
 OUTER CARTON 36



Unzips to  
reveal a cosy  
blanket

Blanket size  
100 x 130cm

### BBQ Tiddly Winks

CODE 1880  
 BARCODE 5060679336522  
 ORDER QTY 12  
 OUTER CARTON 24







## Flies With More Interesting Lives

CODE	1845
BARCODE	5060679334658
ORDER QTY	6
OUTER CARTON	12

## HOW TO PLAY

**HOW TO PLAY**

Pick three scenario cards to determine your fly's experience. You then have 1 minute to sketch it out, completing the scene with a fly! Whoever guesses the scenario first is the winner!

3+ Players / Age 8+



100  
Celebrities

## Did They Really Say That?

CODE	1846
BARCODE	5060679336140
ORDER QTY	12
OUTER CARTON	24

## HOW TO PLAY

This game includes 100 celebrity quotes but only 50 of which are real! The aim of the game is to decipher which of the ridiculous quotes are fake – and which are unbelievably true.

2+ Players / Age 7+





Guess The Product Review

CODE 1844  
BARCODE 5060679336683  
ORDER QTY 6  
OUTER CARTON 12

**HOW TO PLAY**  
This game is about those hilarious reviews we've all seen online. Each ridiculous review will be read out loud and players need to guess what product is being reviewed.  
3+ Players / Age 17+



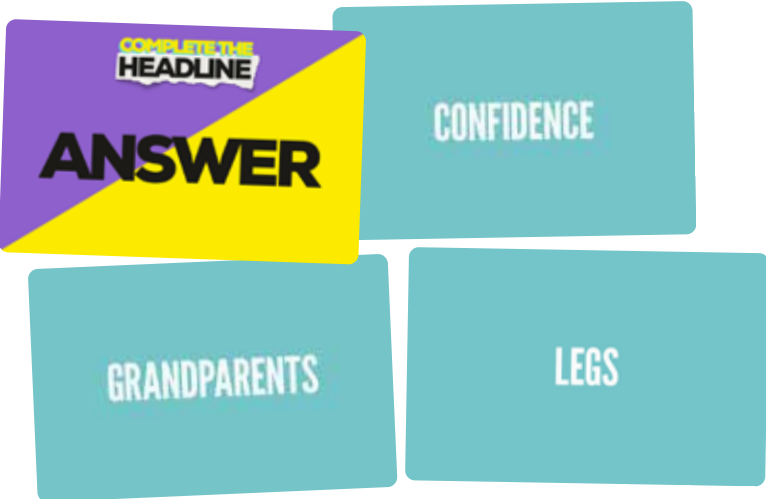
Complete The Headline

CODE 1839  
BARCODE 5060679334696  
ORDER QTY 12  
OUTER CARTON 24

**HOW TO PLAY**  
One player reads out the ridiculous headline with a part missing, and the remaining players compete to complete the headline in the funniest way from the cards in their hand.  
3+ Players / Age 18+



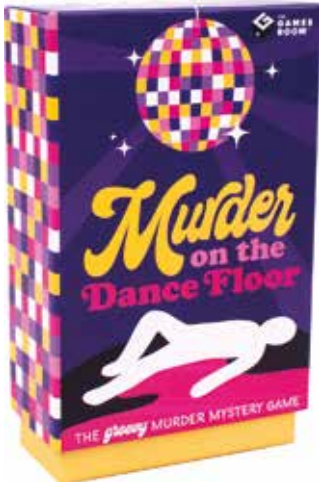
Over  
1000  
possible  
answers



Murder On The Dancefloor

CODE 1848  
BARCODE 5060679337833  
ORDER QTY 6  
OUTER CARTON 12

**HOW TO PLAY**  
Murder on the Dance Floor is a groovy twist on a game-night classic! A ghastly murder has taken place at the Club and the killer is still at large! It is now your job to solve the murder and capture the killer!  
3-6 Players / Ages 8+



Complete The Lyrics

CODE 1840  
BARCODE 5060679334733  
ORDER QTY 12  
OUTER CARTON 24

**HOW TO PLAY**  
One player reads out the lyrics with a part missing, and the remaining players compete to complete the lyrics in the funniest way from the cards in their hand.  
3+ Players / Age 18+



Over  
1000  
possible  
answers

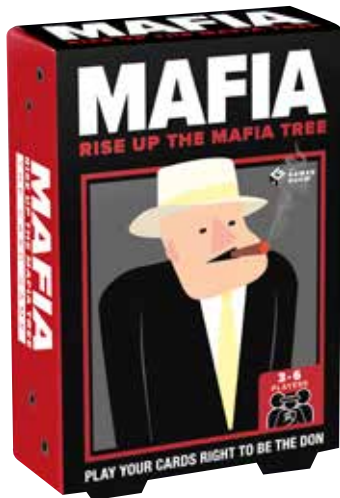




**Mafia Card Game**

CODE 1843  
BARCODE 5060679336485  
ORDER QTY 24  
OUTER CARTON 96

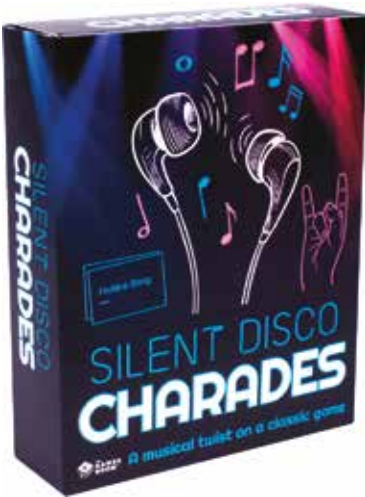
**HOW TO PLAY**  
Tactically outrank your opponents by using your cards to work your way up the Mafia tree.  
3-6 Players / Age 7+



**The Silent Disco Charades Game**

CODE 1847  
BARCODE 5060679336881  
ORDER QTY 12  
OUTER CARTON 24

**HOW TO PLAY**  
Using your music knowledge and charade skills, act out the song on the card for your fellow players to guess!  
2+ Players / Age 7+



Earphones  
Included

(PROBABLY) **THE WORLD'S SMALLEST**



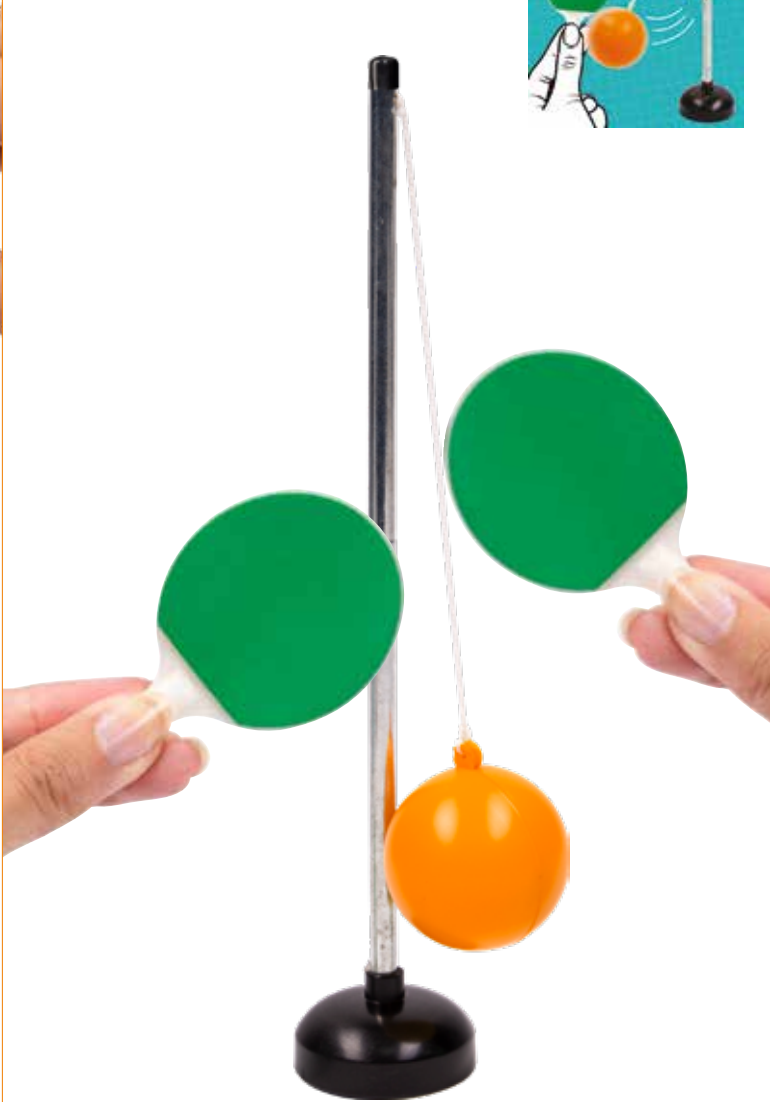
**World's Smallest Topple Tower**

CODE 1887  
BARCODE 5060679336805  
ORDER QTY 12  
OUTER CARTON 24



**World's Smallest Tetherball**

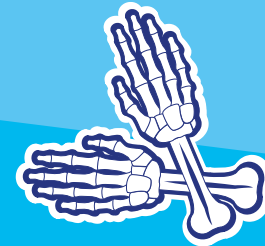
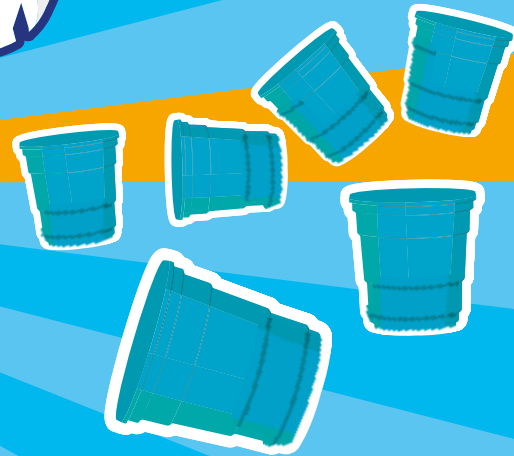
CODE 1856  
BARCODE 5060679338328  
ORDER QTY 12  
OUTER CARTON 24







Perfect fun for all the family from swinging tails  
to completing easy tasks in silly and complicated  
ways using a tiny pair of skeleton hands.



### Bull In A China Shop

CODE 1838  
BARCODE 5060679334771  
ORDER QTY 12  
OUTER CARTON 24

#### HOW TO PLAY

Race like a bull in a china shop using your tail  
to knock over all your cups, plates and vases.  
2+ Players



### Tiny Skeleton Hands

CODE 1895  
BARCODE 5060679335952  
ORDER QTY 12  
OUTER CARTON 24

#### HOW TO PLAY

Complete simple tasks in a deadly  
and difficult way – using only your  
pair of tiny skeleton hands.  
2+ Players

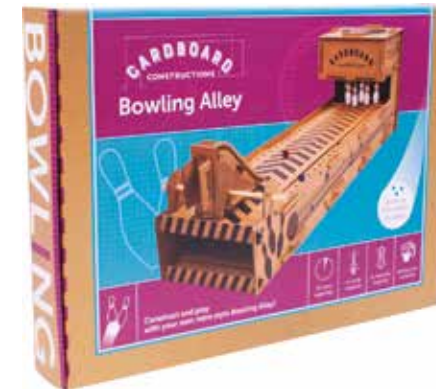






### Make Your Own Bowling Alley

CODE	1850
BARCODE	5060679336409
ORDER QTY	6
OUTER CARTON	12



45min  
Construction  
Time



### Make Your Own Pinball Machine

CODE	1787
BARCODE	5060679336447
ORDER QTY	6
OUTER CARTON	12



90min  
Construction  
Time





# HYPER JUNGLE

Take a walk on the wild side with our vibrant new jungle range, featuring beautiful ceramics and colourful paper lights to craft at home.



## Make Your Own Zebra Paper Light

CODE	1806
BARCODE	5060679336607
ORDER QTY	12
OUTER CARTON	12
BATTERIES	3 x AA (not included)

### MORE INFO

Hang it on your wall and watch the animal glow! It comes with 5 pre-cut/creased paper pieces to fold, 1 LED light with a wall mounted hanger, 1 remote control and easy to follow instructions.



↑  
25cm  
↓

MAKE YOUR OWN



For more information visit [fizzcreations.com](http://fizzcreations.com)

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Make Your Own  
Leopard Paper Light

CODE 1829  
BARCODE 5060679337574  
ORDER QTY 12  
OUTER CARTON 12  
BATTERIES 3 x AA (not included)

**MORE INFO**  
Hang it on your wall and watch the animal glow!  
It comes with 5 pre-cut/creased paper pieces  
to fold, 1 LED light with a wall mounted hanger,  
1 remote control and easy to follow instructions.



↑  
18cm  
↓

MAKE ★ YOUR  
★ OWN ★



Zebra Plant Pot

CODE 1835  
BARCODE 5060679335839  
ORDER QTY 6  
OUTER CARTON 18

Plant not included.



↑  
16.5cm  
↓

Giraffe Plant Pot

CODE 1832  
BARCODE 5060679335792  
ORDER QTY 6  
OUTER CARTON 18

Plant not included.



↑  
17.5cm  
↓

Leopard Paw Mug

CODE 1828  
BARCODE 5060679335259  
ORDER QTY 6  
OUTER CARTON 12  
CAPACITY 300ml / 10 fl oz





**Leopard Lunch Bag**

CODE	1834
BARCODE	5060679335877
ORDER QTY	12
OUTER CARTON	48

Insulated  
for  
freshness

**Leopard Metal Water Bottle**

CODE	1886
BARCODE	5060679336560
ORDER QTY	6
OUTER CARTON	24
CAPACITY	750ml / 25 fl oz

Single walled bottle for cold drinks only.

**Lemur Trinket tray**

CODE	1836
BARCODE	5060679335914
ORDER QTY	6
OUTER CARTON	36

**Leopard Trinket tray**

CODE	1913
BARCODE	5060679338427
ORDER QTY	12
OUTER CARTON	72

**Leopard Stress Squeezer**

CODE	1831
BARCODE	5060679335297
ORDER QTY	12
OUTER CARTON	24





# POSITIVE VIBES

With standout icons and vibrant colours, this cheery collection will bring out the inner happiness in everyone.



## Banana Gummy Light

CODE 1833  
 BARCODE 5060679335334  
 ORDER QTY 6  
 OUTER CARTON 12  
 BATTERIES 3 x AAA (not included)



Banana Scented



## Positive Vibes String Lights

CODE 1889  
 BARCODE 5060679335419  
 ORDER QTY 6  
 OUTER CARTON 24  
 BATTERIES 3 x AA (not included)



## Banana Lunch bag

CODE 1883  
 BARCODE 5060679336317  
 ORDER QTY 12  
 OUTER CARTON 48

Insulated for freshness



## Lips & Slogan Water Bottle

CODE 1905  
 BARCODE 5060679336232  
 ORDER QTY 6  
 OUTER CARTON 24  
 CAPACITY 750ml / 25fl oz

Single walled bottle for cold drinks only.



## Positive Vibes Boards

CODE 1894  
 BARCODE 5060679335730  
 ORDER QTY 6  
 OUTER CARTON 24



## Banana Mug

CODE 1897  
 BARCODE 5060679336270  
 ORDER QTY 6  
 OUTER CARTON 24  
 CAPACITY 350ml / 12 fl oz





# DINOSAUR

Welcome to our roarsome range of dinosaur products in a new collection of bold and bright colours, featuring mood lighting and fun gift sets.



## Blue Stegosaurus Jelly Mood Light

CODE 1920  
 BARCODE 5060679339004  
 ORDER QTY 1  
 OUTER CARTON 8  
 BATTERIES 3 x AAA (not included)



↑  
14cm  
↓



## Orange Stegosaurus Jelly Mood Light

CODE 1927  
 BARCODE 5060679335655  
 ORDER QTY 1  
 OUTER CARTON 8  
 BATTERIES 3 x AAA (not included)



↑  
14cm  
↓



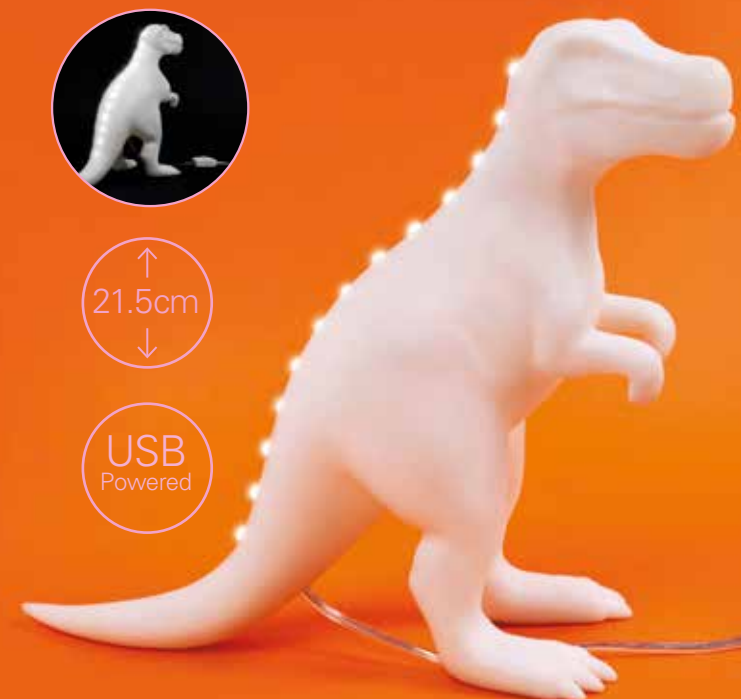
## T-Rex LED Light

CODE 1922  
 BARCODE 5060679339080  
 ORDER QTY 1  
 OUTER CARTON 12  
 USB POWERED



↑  
21.5cm  
↓

USB  
Powered



## Mug & Sock Set

CODE 1923  
 BARCODE 5060679339127  
 ORDER QTY 6  
 OUTER CARTON 24  
 CAPACITY 400ml / 14 fl oz  
 SIZE UK 7-11





# unicorn



THIS MAGICAL LITTLE UNICORN  
IS AS POPULAR AS EVER AND  
WE OFFER A GREAT RANGE OF  
PRODUCTS FOR EVERY OCCASION.

## Unicorn Travel Mug

CODE 1878  
BARCODE 5060679336720  
ORDER QTY 6  
OUTER CARTON 24  
CAPACITY 250ml / 9 fl oz



## Unicorn Beauty Kit

CODE 1909  
BARCODE 5060679335372  
ORDER QTY 6  
OUTER CARTON 48



Includes  
Mirror Brush,  
Lip Balm and  
Nail File

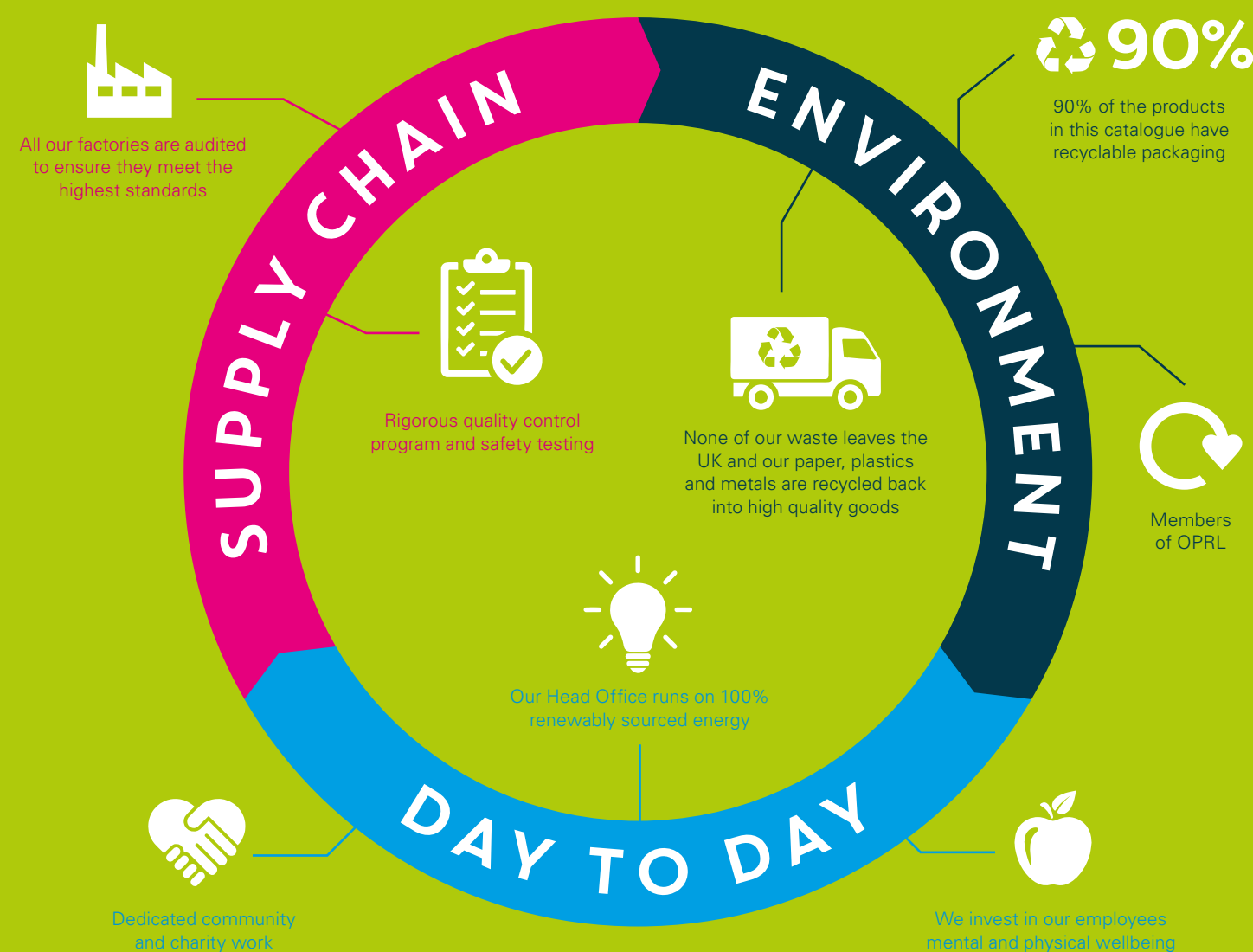


# SUSTAINABILITY

Here at Fizz Creations we are working hard  
on our environmental and ethical policies.

## OUR MISSION

WE BELIEVE IN DOING THE RIGHT THING. WE ARE SOCIALLY RESPONSIBLE.  
WE WILL MAKE THE WORLD A BETTER PLACE.



## OUR COMMITMENTS

To increase our recyclable disposable packaging to 80% across our entire product range by 2022.

Maintain high levels of happiness and satisfaction amongst our employees through our continuous improvement programme.

Ensure that supply chain factory workers are treated well through the continued auditing of suppliers.



**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 Limited and also referred to here as “Fizz”;
- 1.3 “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;
- 1.5 “Supplier” means Fizz Creations Limited 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 Ltd are not binding until accepted either by written acknowledgement from Fizz Creations Ltd or by delivery of the goods (whichever is earlier). Orders accepted by Fizz Creations Ltd and goods sold by Fizz Creations Ltd 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 Ltd 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 Ltd 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.

Carriage is free on orders above £150 + VAT to the UK mainland. Orders below £150 + VAT will incur a surcharge of £8 + VAT. Carriage is free on deliveries to Northern Ireland and the Republic of Ireland on orders above £500 + VAT. Delivery to the Scottish Highlands and outlying islands, Isle of Man, the Channel Islands, and other destinations incurring a premium, will accrue additional carriage charges dependent on weight and dimensions.

- 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 Limited. 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 Limited 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 Ltd exclude VAT, packaging and delivery costs (whether payable by Fizz Creations Ltd 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 Ltd 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 Ltd director.

- 3.2.2 Fizz Creations Ltd 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.

- 3.4 Cancellation

Orders that have been accepted may not be cancelled by the customer unless express permission

has been granted by a Fizz Creations Ltd 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 Ltd 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. Warranty**

- 4.1 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.

- 4.2 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 delivery.

- 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.

- 4.4 Items repaired or replaced shall be subject to these Terms and Conditions in the same manner as those originally delivered under this Agreement.

**5. Delivery**

- 5.1 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 Limited, UK warehouse in Lancing West Sussex, UK. 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 Ltd director.

- 6.2 All invoices from Fizz Creations Ltd are to be paid within 30 days, commencing from the date of invoicing. Payment will be made directly to Fizz Creations Ltd.

Cheques are to be made payable to Fizz Creations Ltd. If paying by BACS, please contact customer services or credit control on 01903 327006.

- 6.3 Any sums outstanding after the 30 day net period will accrue interest, charged at 4% above Lloyds base rate. In consideration of Fizz Creations Ltd 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**

- 7.1 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 Ltd 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 Ltd, 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 Ltd 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 Ltd 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 Ltd 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 Ltd 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.

- 9.2 Where goods are damaged the Buyer shall notify the 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 days;

- 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:

- 11.2.3 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;

- 11.2.4 the Supplier ceases to carry on its business or substantially the whole of its business; or

- 11.2.5 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.

**16. Assignment**

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.

**17. Severability**

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](http://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 England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Our latest terms and conditions can be viewed online at [fizzcreations.com/terms-and-conditions](http://fizzcreations.com/terms-and-conditions)





Find the latest news on our Exhibitions and Events  
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