



amscan[®]

Warner Bros. Dress Up Volume 1


amscan[®]
THE PARTY PEOPLE

It's Always Best to Start at the Beginning

Why our party is just getting started

We're rolling... from January 1st!

Amscan Customer: I'm so excited to hear you're launching a whole new Warner Bros.
dress up collection!

Amscan Party Pro: I KNOW! *[shows customer new catalogue]*

Amscan Customer: *[gasps]*

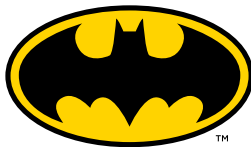
Amscan Party Pro: Shall I place your order now?

Amscan Customer: Absolutely! I'll take them all!

Hello NEW Licenses



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- View catalogues digitally
- Full product descriptions



Showroom

Our party showroom in Milton Keynes displays over 10,000 party, balloon and dress-up products. If you would like to visit, please call

01908 288500 to book an appointment or contact your area account manager.



NEWSletter

We like talking to you. Our NEWSletters contain everything you need to keep up with Amscan. Still not signed up? Why not?

Here's a couple of ways you can:

Fill in the sign up form in the About Us section on our website.

Or... and we've made this one super easy...



Grab your phone
Open up your camera
Hover over the QR code
Sign up!
Just remember to check the GDPR box ☒

A Little Disclaimer

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You ~~Want~~ Need This

Harley Quinn Page 12



is it a bird,
is it a plane?



Supergirl Page 17



Shazam! Page 15

did somebody say Scooby snack?



"Zoinks!" Check out Scooby style Page 20

Follow the Yellow Brick Road to Page 22



OMG!
a Toto bag!

Check Your Diary! Movie Release Dates Page 24





Batman



Batman Classic Child

Stretchy jumpsuit with padded chest and 3D cuff details, detachable cape & mask

9906194
3 - 4 Years



9906058
4 - 6 Years



9906059
6 - 8 Years



9906060
8 - 10 Years



9906061
10 - 12 Years



Batman Classic Mens

Stretchy jumpsuit with padded chest and 3D cuff details, detachable cape & mask

9906097
Medium



9906098
Large



9906099
X-Large



Robin



Robin Classic Child

Stretchy jumpsuit with padded chest, detachable cape & eye mask

9906202

3 - 4 Years



9906090

4 - 6 Years



9906091

6 - 8 Years



9906092

8 - 10 Years



9906093

10 - 12 Years



Robin Classic Mens

Stretchy jumpsuit with padded chest, detachable cape & eye mask

9906103

Medium



9906104

Large



9906105

X-Large



Batman: The Dark Knight



The Dark Knight Child

Stretchy jumpsuit with padded chest and 3D cuff details, detachable cape & mask

9906195
3 - 4 Years



9906062
4 - 6 Years



9906063
6 - 8 Years



9906064
8 - 10 Years



9906065
10 - 12 Years



The Dark Knight Mens

Stretchy jumpsuit with padded chest and 3D cuff details, detachable cape & mask

9906109
Medium



9906110
Large



9906111
X-Large



Batgirl



Batgirl Classic Child

Dress with logo print, belt, detachable scalloped cape, wrist cuffs, leg covers & mask

9906196

3 - 4 Years



9906066

4 - 6 Years



9906067

6 - 8 Years



9906068

8 - 10 Years



9906069

10 - 12 Years



Batgirl Classic Womens

Scalloped dress with logo print, belt, detachable scalloped cape with wrist cuffs, leg covers & mask

9906153

Size 8 - 10



9906154

Size 10 - 12



9906259

Size 12 - 14



9906155

Size 14 - 16



9906156

Size 16 - 18



Batgirl & Catwoman



Purple Batgirl Classic Child

Dress with logo print, belt & braid. Tutu underskirt, detachable scalloped cape with wrist cuffs & eye mask

9906296
3 - 4 Years



9906297
4 - 6 Years



9906298
6 - 8 Years



9906299
8 - 10 Years



9906300
10 - 12 Years



Catwoman Child

Stretchy jumpsuit, detachable belt & eye mask

9906203
3 - 4 Years



9906131
4 - 6 Years



9906132
6 - 8 Years



9906133
8 - 10 Years



9906134
10 - 12 Years



The Flash



The Flash Child

Stretchy jumpsuit, padded chest with logo print
& headpiece

9906199

3 - 4 Years



9906078

4 - 6 Years



9906079

6 - 8 Years



9906080

8 - 10 Years



9906081

10 - 12 Years



The Flash Mens

Stretchy jumpsuit, padded chest with logo print
& headpiece

9906106

Medium



9906107

Large



9906108

X-Large



Harley Quinn



Harley Quinn Child

Satin shirt with glitter print, denim printed shorts with black & red leggings, detachable belt & eye mask

9906094

6 - 8 Years



9906095

8 - 10 Years



9906096

10 - 12 Years



Harley Quinn Suicide Squad Wig

9906166



Harley Quinn Bat*

9906165



Harley Quinn Suicide Squad Womens

Jacket with attached top, shorts, belt & tights

9906157

Size 8 - 10



9906158

Size 10 - 12



9906261

Size 12 - 14



9906159

Size 14 - 16



9906160

Size 16 - 18



Harley Quinn

Images Embargoed until 1st Jan 2020



Harley Quinn Birds of Prey Wig

8404848-55



Harley Quinn Birds of Prey

Jacket, top, shorts, belt, tights & braces

9906739

Size 8 - 10



9906740

Size 10 - 12



9906741

Size 12 - 14



9906742

Size 14 - 16



9906743

Size 16 - 18



Harley Quinn Birds of Prey Jacket

9906746

Size S/M



9906747

Size M/L



Harley Quinn

Images Embargoed until 1st Jan 2020



Harley Quinn Booby Trapped

Dungarees & top

9906749

Size 8 - 10



9906750

Size 10 - 12



9906751

Size 12 - 14



9906752

Size 14 - 16



9906753

Size 16 - 18



Shazam!



Shazam! Child

Stretchy jumpsuit, padded chest with holographic logo panel & detachable hooded cape

9906204
3 - 4 Years



9906135
4 - 6 Years



9906136
6 - 8 Years



9906137
8 - 10 Years



9906138
10 - 12 Years



Shazam! Mens

Stretchy jumpsuit, padded chest with holographic logo panel & detachable cape

9906142
Medium



9906143
Large



9906144
X-Large



Superman



Superman Classic Child

Stretchy jumpsuit, padded chest & detachable cape

9906197
3 - 4 Years



9906070
4 - 6 Years



9906071
6 - 8 Years



9906072
8 - 10 Years



9906073
10 - 12 Years



Superman Classic Mens

Stretchy jumpsuit, padded chest & detachable cape

9906100
Medium



9906101
Large



9906102
X-Large



Supergirl

embroidered logo



Supergirl Classic Child
Dress, detachable cape & leg covers

9906198
3 - 4 Years



9906074
4 - 6 Years



9906075
6 - 8 Years



9906076
8 - 10 Years



9906077
10 - 12 Years



printed logo detail



Supergirl Classic Womens
Dress, detachable cape & leg covers

9906149
Size 8 - 10



9906150
Size 10 - 12



9906262
Size 12 - 14



9906151
Size 14 - 16



9906152
Size 16 - 18



Wonder Woman



Wonder Woman Classic Child

Dress, detachable cape, leg covers, wrist covers & jewel headband

9906200
3 - 4 Years



9906082
4 - 6 Years



9906083
6 - 8 Years



9906084
8 - 10 Years



9906085
10 - 12 Years



Wonder Woman Classic Womens

Dress, cape, leg covers, wrist covers & jewel headband

9906145
Size 8 - 10



9906146
Size 10 - 12



9906263
Size 12 - 14



9906147
Size 14 - 16



9906148
Size 16 - 18





Scooby Doo



Scooby Doo Child

Fleece jumpsuit, detachable shaped hood,
logo dog tag & detachable tail

9906112
4 - 6 Years



9906113
6 - 8 Years



9906114
8 - 10 Years



9906115
10 - 12 Years



Scooby Doo Mens

Fleece jumpsuit with shaped hood, logo dog tag & tail

9906116
Medium



9906117
Large



9906118
X-Large





Wizard of Oz



red glitter logo

Dorothy Child

Dress, felt Toto bag, shoe covers with bow detail

9906054

4 - 6 Years



9906055

6 - 8 Years



9906056

8 - 10 Years



9906057

10 - 12 Years



patchwork detail

Scarecrow Child

Top with attached collar, trousers & hat

9906123

4 - 6 Years



9906124

6 - 8 Years



9906125

8 - 10 Years



9906126

10 - 12 Years



Wizard of Oz



detachable heart badge

Tin Man Child

Padded jumpsuit, hat & detachable heart badge

9906119

4 - 6 Years



9906120

6 - 8 Years



9906121

8 - 10 Years



9906122

10 - 12 Years



faux fur mane
& hood

detachable courage badge

Lion Child

Jumpsuit with faux fur hood, detachable tail & badge

9906127

4 - 6 Years



9906128

6 - 8 Years



9906129

8 - 10 Years



9906130

10 - 12 Years






mark your calendars

upcoming film releases
that you won't want to miss

here goes...

BIRDS OF PREY

AND THE
FANTABULOUS
EMANCIPATION
OF ONE
HARLEY QUINN



Birds of Prey | 7th February 2020

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SCOOB!



SCOOB! | 15th May 2020

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WW84

WONDER WOMAN 

Wonder Woman 1984 | 5th June 2020

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Sizing Guide

Core Sizes - Boys

Size	3-4 years	4-6 years	6-8 years	8-10 years	10-12 years	12-14 years
Height	98-104cm	104-116cm	116-128cm	128-140cm	140-152cm	152-164cm
Chest	54-56cm	56-61cm	61-64cm	64-71cm	71-78cm	78-86cm
Waist	53-54cm	54-56cm	56-59cm	59-64cm	64-68cm	68-73cm
Neck	26-28cm	26-28cm	28-30cm	30-31cm	31-33cm	33-35cm
Arm	33-34cm	34-39cm	39-45cm	45-50cm	50-54cm	54-59cm
Inseam	41-45cm	45-52cm	52-59cm	59-65cm	65-71cm	71-76cm

Core Sizes - Girls

Size	3-4 years	4-6 years	6-8 years	8-10 years	10-12 years	12-14 years
Height	98-104cm	104-116cm	116-128cm	128-140cm	140-152cm	152-164cm
Chest	54-56cm	56-61cm	61-65cm	65-71cm	72-78cm	78-83cm
Waist	53-54cm	54-56cm	56-58cm	58-62cm	62-66cm	66-67cm
Neck	26-28cm	26-28cm	28-30cm	30-31cm	31-32cm	32-33cm
Arm	33-34cm	34-39cm	39-45cm	45-50cm	50-55cm	55-60cm
Inseam	41-45cm	45-52cm	52-60cm	60-66cm	66-72cm	72-78cm

Womens

Size	8-10	10-12	12-14	14-16	16-18
Height	5'8"	5'8"	5'8"	5'8"	5'10"
Chest	82-87cm	87-91cm	91-96cm	96-100cm	100-106cm
Waist	65-70cm	70-75cm	75-80cm	80-85cm	85-90cm
Hips	90-95cm	95-100cm	100-105cm	105-110cm	110-115cm
Inseam	76-77cm	77-78cm	77-78cm	78-79cm	79-80cm

Mens

Size	Standard	Large	Extra Large
Height	5'11"	5'11"	5'11"
Chest	101-107cm	107-116cm	116-127cm
Waist	84-91cm	91-101cm	101-111cm
Neck	39-40cm	40-43cm	43-44cm
Sleeve	65-66cm	66-67cm	66-67cm
Inseam	82-83cm	82-83cm	83-84cm
Hips	96-106cm	106-116cm	116-127cm

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By Appointment



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AMSCAN INTERNATIONAL LIMITED

TERMS AND CONDITIONS OF TRADING - SALES

1. INTERPRETATION

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

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"Buyer" the person(s), firm or company whose order for the Products is accepted by Amscan

"Contract" any contract between Amscan and the Buyer for the sale and purchase of the Products

"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

"Products" any products which Amscan supplies to the Buyer (including any of them or any part of them) under a Contract

"Terms and Conditions" the standard terms and conditions of sale 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 11.5, 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.
- 2.2. Each order will be deemed to be an offer by the Buyer to purchase Products upon these Terms and Conditions. The Contract is formed when the order is accepted by Amscan by way of a written acknowledgement of order. No contract will come into existence until a written acknowledgement of order is issued by Amscan.
- 2.3. Subject to Condition 6.3, the Buyer may not cancel the Contract. Amscan may cancel the Contract at any time prior to delivery.

3. DESCRIPTION

- 3.1. The quantity and description of the Products will be as set out in Amscan's acknowledgement of order or Amscan's or the manufacturer's specification. The Buyer is responsible for ensuring that all details contained in the acknowledgement of order and/or relevant specification(s) are 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 4.6, the price for the Products will be the price set out in Amscan's published price list current at the date of acceptance of order and unless otherwise specified in Amscan's written acknowledgement of order or when Amscan accepts the order is:
 - 4.1.1. inclusive of any costs of packaging and carriage; and;
 - 4.1.2. exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.
- 4.2. Amscan may invoice the Buyer for the Products on or at any time after delivery, unless the Products are to be collected by the Buyer or 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 within cleared funds within 30 days of the date of such invoice, (or such other period of time as is agreed in writing by Amscan), or upon termination of the Contract, whichever occurs first.
- 4.3. 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 deduction for or on account of any counterclaim, unless expressly agreed in writing by a director of Amscan.
- 4.4. 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 due date until (and including) the date payment is made in full, both before and after any judgment, at the rate of 1.5% 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).
- 4.5. All payments received by way of business credit card are subject to an administration charge of up to 2.5% of the value of such payment, which will be charged at the time of payment of the relevant invoice. The credit card charge is set at a level according to the costs incurred by Amscan on such transactions which may vary from time to time.
- 4.6. Amscan may revise its price lists from time to time without informing the Buyer, but may only 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 costs, or changes in the types or rates of tax contributions or levies and 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. 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 shall be made by the Buyer collecting the Products at Amscan's premises at any time on or before the due date for collection as notified by Amscan to the Buyer or, if some other place for delivery is agreed by Amscan in writing, by Amscan delivering the Products to that place.
- 6.2. If the Buyer fails to take delivery, or provide any necessary documents, the Products will be deemed to have been delivered and Amscan, without prejudice to its other rights, may at its option:
 - 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 (for the avoidance of doubt) 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, depletion of goodwill and (like loss) however caused (including as a result of negligence) by any delay or failure in delivery except as set out in this Condition 6.3. If Amscan fails 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. If the Buyer cancels the order in accordance with this Condition 6.3 then:
 - 6.3.1. 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
 - 6.3.2. 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.
- 6.4. The Buyer must notify Amscan if not all of the Products scheduled to be delivered are delivered at the time agreed for delivery:
 - 6.4.1. by telephone no later than 48 hours after such time; or
 - 6.4.2. in writing no later than 48 hours after such time.

7. RISK/TITLE

- 7.1. Risk in the Products will pass to the Buyer upon Amscan's delivery to the shipping carrier; it being understood and agreed that such delivery will be completed upon completion of loading such products.
- 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 not pass to the Buyer until Amscan has received, in full in cleared funds all sums due to it in respect of:
 - 7.2.1. the Products; and
 - 7.2.2. all other sums which are or which become due to Amscan from the Buyer on any account.Nothing contained in this section 7.2 is intended to waive any of Amscan's rights or remedies available to it at law or equity, all of which are hereby expressly reserved (including, without limitation, rights to repossession of the products).
- 7.3. The Buyer's right to possession of the Products and the Buyer's right to re-sell or use the Products under Condition 7.8 will terminate immediately if any of the circumstances set out in Condition 10.1 occur or if Amscan reasonably believes that any such event is about to happen and notifies the Buyer accordingly.
- 7.4. Amscan will be entitled to recover payment for the Products notwithstanding that title in any of the Products has not passed from Amscan.
- 7.5. 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. 7.6. 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 in accordance with Condition 7.3, Amscan shall be entitled to issue the Buyer with a credit note for all or any part of the price of the Products together with value added tax thereon.
- 7.8. Subject to Condition 7.3, the Buyer may re-sell 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 resell by the Buyer occurs.
- 7.9 On termination of the Contract, however caused, Amscan's (but not the Buyer's) rights contained in this Condition 7 will remain in effect.

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 installed or connected;
 - 8.1.2. 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 same coming to 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 date of delivery.
- 8.2. Subject to Condition 8.1 if any Product does not conform to the warranty in Condition 8.1 Amscan shall refund the price of such Product or if agreed with Amscan 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 6.3, 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. under section 2(3) 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 any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and (like loss) however 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 use made or resale by the Buyer 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.
- 8.8. Subject to Conditions 6.3 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.
- 8.9. Each of Amscan's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in Conditions 6.3, 8.3 and 8.5 to 8.8 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.
- 8.10. 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 however caused will be limited to the price of the Products except as expressly provided in these Conditions.
- 8.11. 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 insure accordingly.

9. FORCE MAJEURE

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 event beyond the reasonable control of Amscan including, without limitation, acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and Amscan will be entitled to a reasonable extension of time for performing such obligations.

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 as they fall due 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 rescheduling 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 encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other 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 events occur, or proceeding 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 all or substantially the whole of its business.
 - 10.1.11. the Buyer's financial position deteriorates to such an extent that in the Supplier'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 however 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. GENERAL

- 11.1. Time for performance of all obligations of Amscan is not of the essence.
- 11.2. 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.
- 11.3. If any condition or part of the Contract is void 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. Amscan may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
- 11.7. 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.
- 11.8. 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 11.8 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 11.9. Save as set out in Condition 8.9 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.
- 11.10. 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.
- 11.11. 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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