

The Plastic Works Ltd

Registered in England 4224929

Terms & Conditions of Sale

A. Definitions

1. 'Buyer' shall mean the person, firm, company, corporation, organisation or any other named body on the purchase order or who has agreed to purchase goods, products or services from The Plastic Works Ltd.
2. Seller shall mean The Plastic Works Ltd to whom the purchase order is raised/issued.
3. 'Goods' shall mean each and every item or service to be supplied and / or all work undertaken by The Plastic Works Ltd, the 'seller' as specified or detailed on the purchase order.
4. 'Contract' shall mean the acceptance and agreement consented to between the 'buyer' and the 'seller'. This should comprise of an official purchase order, or any other conditions or documents (or part thereof) specified in or as the purchase order.

B. Quotations

With exception and subject to clauses contained herein, official quotations raised by The Plastic Works Ltd shall be valid for a period of no longer than 30 days from date on official quote documentation. Acceptance shall be agreed by return, in writing, from the 'buyer'.

C. Prices

The basis for quotations, notwithstanding any other offer, price list or tender, can only be accepted subject to conditions of invoicing from date of despatch. The Plastic Works Ltd reserves the right to invoice additional costs for transportation, insurance indemnity and special packaging. The prices prepared through official documentation are subject to the additional rate of VAT, whatever the defined statute rate is at that time.

D. Terms of Payment

Unless otherwise stated, all invoices shall be deemed overdue after a period of 30 days **end** of month, from date on invoice. Value added Tax, where applicable, shall be shown separately on all invoices where goods are not supplied on credit terms, the goods remain the sole property of the 'seller', until all monies due are received by the 'seller' from the 'buyer'. Delivery or carriage will be the responsibility of the 'buyer' unless agreed otherwise. In the event of the invoice becoming overdue and payment is not made in accordance with the stipulated government maximum terms for settlement, without prejudice to the other rights outlined herein, The Plastic Works Ltd shall be entitled to charge interest on the outstanding balance. A 2% rate above the Bank of England's lending rate will be requested in addition to the amount due, from the due date for payment of the invoice. This interest shall be based on an accrual scale, daily, in effect both before and after any judgement date compounding monthly on overdue amounts, until paid in full. The Plastic Works Ltd reserves the right to withdraw credit facilities at any time, without giving reason. In the event of the 'buyer' becoming insolvent, liquidated, bankrupt or has an appointed receiver to their company, The Plastic Works Ltd will have the right to, and option to, rescind existing contracts at that time, in effect between the 'buyer' and the 'seller'. Any delivered goods, or goods made ready against purchase orders, without prejudice to The Plastic Works Ltd rights, may be laid claim to for payment of such goods involved in any binding contracts.

E. Carriage / Delivery

The Plastic Works Ltd shall have the right to determine the delivery method of the goods and this should be considered as an additional cost, as well as any incurred packaging, special or otherwise, unless previously agreed and stated in the official quotation. The Plastic Works Ltd will always endeavour to deliver goods on agreed dates (if any) that may have been specified by an official company representative, but in all cases, any given dates should be deemed as estimates only and The Plastic Works Ltd will not be held liable for any loss, damage or expense suffered by the 'buyer' as a result of the failure of delivered goods on specified date(s). The Plastic Works Ltd is entitled to deliver goods on a part order basis, reflecting instalments towards the complete order and shall invoice at this time. If orders are made in full by instalments, these shall be considered as separate transactions. Any short order or failure to instalment deliver shall not affect the performance of the contract as a whole.

F. Goods Lost / Short Deliveries or Damaged in Transit

Goods carried by courier will become their responsibility and this should not reflect upon The Plastic Works Ltd against damage. In the event of received orders, or part thereof, being spoilt, then the 'buyer' should contact The Plastic Works Ltd within 3 days of signed receipt. If the received quantity of goods does not agree with official delivery / despatch notes, then the 'buyer' should contact The Plastic Works Ltd within 10 days of signed official documentation. Goods shall only become the possession of the 'buyer' when a copy of the despatched goods is signed for, thus acknowledging receipt thereof. It should be assumed, where physically possible, that the despatched / delivered goods match the official delivery documentation, and so therefore the signatory shall be the person responsible for accepting the goods against 'inspected', 'quantified' and 'condition'.

Terms and Conditions apply, available upon request
Registered in England
No: 4224929

Managing Director R. Thomson

Production Director G. Peters

Company Secretary C. Booth



The Plastic Works Ltd shall not be held responsible for loss or damage brought about by transportation, unless delivered by the firm itself. Liability against such arising, shall be borne by the specific courier and any replacement or repairs shall be at the discretion of 'The Plastic Works Ltd'. In all such occasions, **The Plastic Works Ltd** will hold the courier questionable for any delay incurred by the 'buyer', **The Plastic Works Ltd** will always endeavour to 'make good' of such incidents, with all parties involved.

G. Return of Goods for Credit

The return of goods for credit is by prior arrangement, consented to between The Plastic Works Ltd and the 'buyer'. An official 'The Plastic Works Ltd' original invoice, clearly date and numbered must be evident before accepting goods for credit.

'Return' of goods shall be at the discretion of The Plastic Works Ltd and we reserve the right to:

1. Refusal to accept goods that are not in their original pre-delivered condition.
2. Be at liberty to impose a 15% restocking and handling / administration charge, unless otherwise agreed in writing between the 'buyer' and 'seller'.
3. Accept quantity, condition and / or damage to goods if a prior arrangement has not been proposed between the 'buyer' and 'seller'. The condition of goods that are held at 'The Plastic Works Ltd' on behalf of a 'buyer' shall not become the liability and responsibility of The Plastic Works Ltd.

H. Title

1. All goods, whether on site or subsequently delivered to the 'buyer' are deemed to be 'owned' by 'The Plastic Works Ltd' until the 'buyer' has paid in full, all outstanding and owed invoices, at which time ownership can then be transferred, regardless and no matter on what grounds.
2. Delivered goods, supplied to the 'buyer', shall become their responsibility and they must ensure that adequate insurance is in place against loss, damage, fire or other insurable risk.
3. If the 'buyer' directly sells the goods on, either affixed to the 'buyers' product or as per supplied to them, before legal ownership has been attained, it will be considered that the 'buyer' undertakes full and unconditional responsibility for the goods and will remain the consequential 'buyer' that is responsible for any monies due, regardless of the 'buyers' contractual agreement with any third parties.

I. Cancellation

The Plastic Works Ltd will only accept cancellation of contracts and orders from the 'buyer' in official writing. The Plastic Works Ltd shall retain ownership and the right to invoice against work done at this time. Parts, tooling, development, drawings etc, will be charged at a pro-rata status, in accordance with the official quotation. If production scheduling is affected, then a nominal fee should be awarded, to fulfil this shortfall against planned turnover and profits, The Plastic Works Ltd shall have the right to charge a cancellation fee.

J. Termination

If the 'buyer' commits any breach of these conditions or if, in the opinion of the company, the financial standing of the 'buyer' becomes unsatisfactory, The Plastic Works Ltd may, without prejudice to its other rights and remedies, terminate this contract and any other contract between the 'buyer' and The Plastic Works Ltd by notice in writing to the 'buyer'. The Plastic Works Ltd shall also be entitled to require immediate payment for all goods delivered under this and any other contracts subsisting between the parties or (at The Plastic Works Ltd options) security for payment satisfactory to The Plastic Works Ltd. In the event of termination under the provisions of this clause, The Plastic Works Ltd shall be relieved of all liability under this and any other contract so terminated.

K. Patent Rights

The 'buyer' shall be indemnified by The Plastic Works Ltd from and against all liability, claims, demands, costs and damages arising out of in connection with the infringements or alleged infringements of any copyright, patent, trademark, process or registered design in respect of the goods supplied.

L. Force Majeure

If the 'buyer' or The Plastic Works Ltd is prevented from performing their obligations under the contract by circumstances beyond their reasonable control, such obligations shall be suspended during any period of delay so caused. If the delay substantially defeats or appears likely to substantially defeat the purpose of the contract, then either party may forthwith cancel the contract or neither party shall be liable to the other for any loss arising thereby.