

TERMS & CONDITIONS OF SALE
of
PLASTIC TECHNOLOGY SERVICE LTD

- 1. General.** All goods are sold upon the following Terms and Conditions unless otherwise expressly agreed in writing. Any printed conditions attached to orders or to any documents emanating from the Buyer are only binding in so far as they are not at variance with these conditions. No order by the Buyer shall give rise to a contract between the parties until the Buyer receives the Sellers Order Acknowledgement.
- 2. Price.** The price of the goods to be delivered shall be the price ruling at the time of delivery. In the event of a change in the price of any raw material or in any of the Seller's costs or a change in or imposition or removal of any tax or duty the Seller may immediately vary the contract prices (or any of them), such variation shall be effective in respect of all consignments delivered thereafter. The Seller reserves the right to make a retrospective price increase to the appropriate contract price if the Buyer fails to take up the complete contract quantity within the relevant contract period.
- 3. Terms of Payment.** Payment for each consignment shall be made in net cash within 30 days from the date of the invoice.
- 4. Despatch.** Dates quoted by the Seller are given in good faith but the Seller shall not be liable for failure to despatch on the specified date or dates.
- 5. Notification of Loss, Damage, & Non-Delivery.** The Buyer must advise the Seller and the Carrier in writing (other than by a qualified signature on the carrier's delivery note) within the following time limits: a) Partial Loss, damage or non-delivery of any separate part of a consignment within two (2) days of date of delivery of the consignment or part consignment. b) Non-delivery of whole consignment, within five (5) days of date of despatch.
- 6. Packaging.** a) The Seller reserves the right to deliver up to 10 per cent more or less than the contract quantity of goods. Any excess or shortage will be charged or deducted pro-rata. b) The Seller reserves the right to vary the type of packages in which the goods are supplied to the Buyer, and the quantities in individual packages.
- 7. Force Majeure.** Neither the Seller nor the Buyer shall be responsible for any failure to fulfil any terms of any contract if fulfilment has been delayed, hindered or prevented by any circumstances which is not within its reasonable control, including without limiting the generality of the foregoing, war, fire, accident, plant breakdown, shortage of supplies, strikes and lockouts (wheresoever occurring) or compliance with orders lawfully given by any public authority.
- 8. Risk & Property.** a) Risk in the goods shall pass to the Buyer on delivery but property shall be retained by the Seller until the Buyer has paid for the goods in full or the goods have been mixed in the course of manufacture with other goods. b) If any payments are overdue or the Buyer commits any act bankruptcy or, if a Limited Company satisfies any statutory ground for winding up by the court or voluntarily (other than for the purpose of amalgamation or reconstruction), then without prejudice to any other remedies, the seller may terminate any subsisting contracts with the Buyer, and by its servants or agents enter the Buyer's premises to recover all goods in respect of which property has not passed. c) Until property has passed the Buyer shall hold the goods as the Seller's bailee in a fiduciary capacity. The goods may be resold by the Buyer in the ordinary course of business as the Seller's agent. The fiduciary relationship shall continue in respect of the proceeds of sale and must first be used to discharge the outstanding indebtedness to the Seller in priority to any other claim. The Buyer shall also assign to the Seller at the Seller's request, any unpaid debts arising from such sales to third parties where property in the goods has not passed prior to the sale. The Seller shall pursue such debts and thereafter return to the Buyer any moneys recovered in excess of sums owing and its reasonable costs and expenses pursuing the claim. d) Orders cannot be cancelled and goods supplied to customer's order may not be returned in whole or part without the Seller's consent and on terms which will indemnify the Seller against all loss.
- 9. Separability.** Each order placed by the Buyer or each consignment where an order calls for consignments at different dates shall be treated as a separate contract. If there shall at any time be more than one contract in the course of performance between the Seller and the Buyer any claim which may arise in respect of any one contract or the terms on which it may be settled, shall not (subject to condition 10) affect in any way the performance of the contract under which the original claim arose.
- 10. Overdue Accounts.** If any payment is in arrears the Seller shall be entitled (without prejudice to any other rights it may have) to suspend further deliveries until payment is received, whether or not such deliveries are due under the same contract or other contracts. The Seller shall also be entitled to charge the Buyer interest at 5% above Lloyds Bank plc base rate for the period the account is overdue.
- 11. General Liabilities.** a) The Seller warrants that when despatched all goods meet the Manufacturers published specifications. The warranty is given in place of and shall be deemed to exclude all other warranties and conditions whether express or implied and whether arising by common law, statute or otherwise. In particular but without limitation to the foregoing the Seller shall not be liable for the failure of the goods to be fit for any particular purpose for which the goods are being bought nor shall the Seller be liable for any loss, injury or damage attributable to the goods (including any goods supplied in error) whether direct or consequential and whether arising in contract or tort except liability for death or personal injury resulting from the Seller's negligence. b) If the Buyer knowingly accepts goods which do not conform to the above warranty the Seller shall not be liable for any damage whatsoever arising from such acceptance. c) All recommendations and advice given by the Seller to the Buyer or contained in the Seller's or manufacturers publications or other communications as to the use, performance characteristics, toxicity, mode of storing or using the Seller's products are given in good faith but without acceptance of liability on the part of the Seller. The Buyer should therefore always carry out sufficient tests to establish the suitability of any products for the Buyer's intended application. d) The Buyer undertakes to ensure compliance by its servants or agents with any health and safety precautions or instructions for safe-handling given by the Seller.
- 12. Assignability.** No contract shall be assigned or transferred by the Buyer either directly or indirectly without consent of the Seller.
- 13. Patents, Copyrights & Registered Designs.** The Seller gives no warranty or implies in respect of its goods as to freedom from third party patent, copyright or registered design rights. If the Buyer uses the goods in such a manner as to infringe any such third party rights the Seller shall not be responsible for such infringement and the Buyer will indemnify the Seller from and against all liability arising therefrom.
- 14. Trade Marks.** The Buyer shall not in selling his or its products or in promoting the sale thereof make any reference to the Seller's trade marks or brand names without consent of the Seller.
- 15. Interpretation.** Any contract between the Seller and the Buyer shall in all respects operate and be construed as English contract and be governed by English Law.
- 16. Waiver & Partial Invalidity.** No waiver of a breach of any of the provisions of the Contract, or failure to enforce any of the provisions hereof shall operate as a waiver of any other or subsequent breach or constitute departure from the strict terms of the contract. Should any of the provisions hereof be or become legally invalid, the validity of the remaining provisions shall not be affected.