

TRADE - terms & conditions

GENERAL

1. In these Conditions, unless the context otherwise requires, the following words and expressions shall have the meanings given to them below:
 "Us", "We" and "Our" refers to Plastico Limited;
 "Buyer", ("He", "She" and "They") means the person who accepts Our written quotation for the sale of the Goods and agrees to be bound by these Conditions;
 "Despatch Date" means when the goods are collected or despatched - ie leave Our premises.
 "Goods" means the goods supplied by Us to the Buyer in accordance with these Conditions;
 "Incoterms" means the standard trade definitions as devised by the The International Chamber of Commerce;
 "Mainland UK" means England, Scotland and Wales and does NOT include Northern Ireland, the Isle of Man or the Channel Islands;
 "Premises" means the premises of Plastico Limited, namely 1st Floor, 110-112 Morden Road, Mitcham, Surrey CR4 4DA; or Westgate 8, Mansgard Close, Northampton, NN5 5DL.
 "Price" means the sum of money (confirmed on the Despatch Date) to be paid by the Buyer to Us for the Goods supplied to the Buyer by Us under these Conditions;
 "Writing" includes correspondence by letter, facsimile transmission and comparable means of communication but not electronic mail.
2. A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
4. The headings in these Conditions are for convenience only and shall not affect their interpretation.
5. All quotations are given by Us, all orders are accepted by Us and all business is done by Us subject only to the following Conditions, which shall override any Terms or Conditions stipulated, incorporated or referred to by the Buyer, whether in the order or in any negotiations, or elsewhere.
6. The relaxation or waiver by Us of any of these Conditions on any occasion shall act merely as a waiver on that occasion and shall not affect Our right to enforce any of these Conditions on any subsequent occasion. No such relaxation or waiver may be implied and must be confirmed by Us in Writing.
7. Any variation of these Conditions must be confirmed by Us in Writing and will not otherwise be valid.
8. No order shall be deemed to have been accepted by Us (whether or not We have issued a quotation) unless and until it is accepted by Us in Writing, or (if it is not accepted by Us in Writing) the Goods are delivered in whole or in part to the Buyer or to the carrier for delivery to the Buyer.
9. Any description given by Us of the Goods is given by way of identification only and the use of such description shall not constitute the contract a sale by description.
10. Any sample of the Goods supplied by Us is supplied as a guide only and the supply of a sample shall not constitute a contract of sale by sample.
11. If payment is made by way of a Bill of Exchange, Letter of Credit, or a cheque, payment shall not have been deemed to have been made until honoured.
12. All orders for Goods placed with Us are subject to availability of stock and to the Goods being unsold at the date of acceptance of the order and We shall owe no liability to any potential Buyer or third party as a result.
13. Any advice or recommendation given by Us, or Our employees, or agents to the Buyer or any potential Buyer, or their employees or agents, as to the application, use or storage of the Goods which is not confirmed in Writing by Us at the time of the order, is followed or acted upon entirely at the Buyer's own risk and accordingly, We shall not be liable for any such advice or recommendation which is not so confirmed.

PRICES

14. Any quotation, if not previously withdrawn, will hold Goods for any order made pursuant to it within thirty days of its date, provided that the Buyer does not stipulate for other than immediate delivery. Subject to this all orders are accepted for execution at prices current at the Despatch Date or (where the order is despatched in part) of each part of the order.
15. Listed prices are subject to change or withdrawal without notice. Without limitation, We reserve the right, by giving notice in Writing to the Buyer, to increase the price to reflect any increases in cost to Us, which is due to any factor beyond Our control and change the date for delivery accordingly. Notwithstanding this, the Buyer has the right prior to the Despatch Date and subject to the provisions of Condition 23 to cancel the order if He does not want the Goods at the increased Price.
16. All orders, provided net value of Goods exceed £350 (i.e. exclusive of carriage, packing and VAT), will be delivered "carriage paid" to Mainland UK. Carriage for orders below this amount will be subject to a handling charge of £30. We reserve the right to increase all orders within 10% of £350 to avoid charging carriage.
17. In addition to the price, the Buyer will pay VAT at the appropriate rate on all charges and all carriage and packing charges where goods are to be delivered outside Mainland UK.

TERMS OF PAYMENT

18. Subject to any special terms agreed in writing between Us and the Buyer, We may invoice the Buyer for the Price of the Goods on or at any time after the Despatch Date.
19. The Buyer shall pay the Price for the Goods (including any VAT, carriage and packing) within 28 days from the date of Our invoice, and We shall be entitled to recover the Price and all other charges due, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of this contract and payment shall not take place until the full amount is received by Us in cleared funds.
20. We reserve the right to deliver in one or more consignments. In which event each consignment will be paid for in accordance with these Conditions and We may submit a separate invoice for each.
21. The Buyer shall not be entitled to withhold or to make any deduction from the Price or any other charges due in respect of any set off or counterclaim or otherwise.
22. If the Buyer fails to make any payment due to Us by the due date then, without

limiting any other right or remedy available to Us, We may:

- (i) Cancel the order or suspend any further delivery to the Buyer;
- (ii) Appropriate any payments made by the Buyer to such of the Goods (or the Goods supplied under any other contract between Us and the Buyer) as We may think fit (notwithstanding any purported appropriation by the Buyer); and
- (iii) Charge the Buyer interest (both before and after any judgment) at a rate of 4% per annum above the base lending rate, from time to time, for HSBC Bank PLC on any payment which is overdue from the date payment becomes due until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

CANCELLATION

23. An order may not be cancelled or varied, in whole or part, after acceptance without Our prior agreement in Writing. If this agreement is given the Buyer will indemnify Us in full in respect of any losses including (but not limited to) loss of profit, costs (including cost of labour and materials), expenses and/or damages sustained by Us as a result of such cancellation or variation. Any trade quantity discount given for Goods already delivered under that or any other order will be reduced to take into account the cancellation, and the amount of such reduction will be payable by the Buyer forthwith.

ERRORS

24. We reserve the right to correct any printing or clerical or other accidental errors or omissions in quotations, invoices and other documents and no contract shall be invalidated by reason of any such errors or omissions.

DELIVERY

25. On placing an order with Us, the Buyer shall state in Writing where delivery is to take place.
 - (i) If the Buyer is to collect the Goods from Our Premises, delivery of the Goods shall be made by the collection by the Buyer of the Goods from Our Premises.
 - (ii) If the place for delivery is to be at a place other than Our Premises delivery will take place:-(a) either at Our Premises when the Goods are placed with the third party carrier; or (b) at the place specified by the Buyer when We are responsible for carriage.
26. Any time or date quoted by Us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet such estimated time or date, We shall not be liable to make good any damage or loss whether arising directly or indirectly out of Our failure to meet such time or date.
27. If at any time after acceptance of an order the Buyer requests a delay in delivery of the order or any part thereof, We shall at any time after such request has been made be entitled to require the Buyer by notice in Writing to accept delivery of the order or the balance thereof and if the Buyer shall not within seven days after such notice agree to accept delivery of the order or the balance thereof forthwith We shall thereupon be entitled to cancel the order without further notice to the Buyer but without prejudice to Our rights against the Buyer arising out of the Buyer's failure to take delivery (including, but not limited to, Our rights under Condition 37(b)).
28. In the event of non-delivery within seven calendar days of the date of notification of despatch or the Invoice (whichever is the later) the Buyer shall notify Us and the carriers in Writing within a further three days (time being of the essence). If the Buyer fails to notify Us as aforesaid, the Goods shall be deemed to have been delivered to the Buyer in full and in good condition.
29. Case units specified in Our price list/brochure will not be split.
30. Risk of damage to or loss of the Goods shall pass to the Buyer:
 - (i) In the case of Goods being delivered at Our Premises, at the time when We notify the Buyer that the Goods are available for collection or when they are placed with the third party carrier referred to in Condition 47 below; or
 - (ii) In the case of Goods to be delivered otherwise than at Our Premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when We have tendered delivery of the Goods.

TRANSIT

31. In the event of damage to or loss of Goods in transit and before delivery, the Buyer shall give written notification of such damage or loss to Us and to the carriers within 2 working days after delivery (time being of the essence). Provided that such notification is given (or in the event of non-delivery notification is given in accordance with Condition 20) and that such damage or loss is established to Our reasonable satisfaction, then We will replace the Goods, lost or damaged, within 30 calendar days if the Buyer shall so require, unless they incorporate any non-standard features to the Buyer's requirements, in which case the contract will be rescinded and any payments made there under by the Buyer will be refunded.
32. We shall have no liability to the Buyer or to any third party for any consequential loss or damage of any kind directly or indirectly attributable to damage or loss of Goods in transit or delay in transit or any failure by the carrier to deliver at all and the Buyer shall indemnify Us against any claims by any third parties for any such consequential loss or damage.

WARRANTIES

33. Subject as expressly provided in these Conditions, and except where it is not possible to exclude statutory provisions as a result of Goods being sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), with respect to the Goods We make only the warranties set out in this section which are in lieu of any implied warranties or Conditions of any nature (which are hereby expressly excluded) apply.
34. Upon the Buyer's notice to Us of any defect in design, workmanship or material within the 30 days following the date of delivery or, as the case may be, the delivery to Our Head Office, of the defective item We shall repair or replace such item without charge and return such item to the Buyer. This warranty will not apply if the need for repair or replacement is due or partly due to accident, misuse of the Goods or general wear and tear to the Goods.

OWNERSHIP AND RISK

35. Notwithstanding delivery and the passing of risk, the property of all the Goods delivered by Us shall remain vested in Us until unconditional payment in full is received and cleared through Our bank account, not only for the Goods but also for Goods and/or services comprised in any other contracts between Us and the Buyer, which have been delivered and/or performed, but remain unpaid.

36. Until payment due from the Buyer under all contracts between Us and the Buyer has been received in full:

- The Buyer shall hold upon trust for Us the Goods.
- The Buyer shall at all times keep the Goods comprehensively insured against normal perils and damage.
- The Buyer shall subrogate to the company any rights it may or will have in respect of insurance monies recoverable for the Goods.
- The Buyer shall hold the Goods as bailee in a fiduciary capacity for Us and it shall be the responsibility of the Buyer to keep the Goods in good condition at its own expense.
- The Buyer shall not charge by way of security for any indebtedness for any of the Goods but if the Buyer does so all monies owing by the Buyer to Us shall (without limiting any of Our other rights) forthwith immediately prior to the effective date of such charge become due and payable.
- The Goods shall be held separately from any other assets and be identified as Our property.
- The Buyer shall permit an officer, employee, representative or agent of Ours to enter with or without vehicles onto the Buyer's premises or other site where the Goods are located and to repossess the Goods.

ADDITIONAL CHARGES

37. The Buyer shall pay:

- An additional price in respect of any alterations in design or specification made at the Buyer's request including the cost of all artwork, blocks, dies and other tools specially bought or made for the purpose of the order. Such artwork, blocks, dies and tools shall, however, be and remain Our sole property.
- All storage charges including insurance and other associated costs that may be incurred by Us as a result of the customer refusing or being unable to take delivery of the Goods or by delaying delivery of Goods in not giving Us sufficient instructions to enable Us to deliver the Goods. The risk of deterioration and damage to the Goods so stored shall lie with the Buyer.

DEFAULT

38. If the Buyer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction) or calls a meeting of creditors under the Insolvency Act 1986 or has a Receiver or Manager appointed for the whole or any part of the business or undertaking, or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights We may have) We shall be entitled to suspend all further deliveries to the Buyer until the default is made good and/or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer notwithstanding that they may have been paid for in whole or in part.

APPROPRIATION

39. We shall be entitled to appropriate any payment made by the Buyer towards such of the Buyer's liabilities to Us as We shall in Our direction think fit notwithstanding anything to the contrary specified by the Buyer in relation to such payment and the said power of appropriation may be exercised by Us either at the time such payment is made or at any time thereafter.

LIEN

40. In the event of the Buyer's insolvency We shall be entitled (in addition to any lien arising by law) to a general lien on all Goods in Our possession whether or not delivery has already taken place (although the same or some of them may have been paid for) for any money due either in respect of such Goods or in respect of any general or particular balance or other money due from the Buyer to Us, whether under the same or any other order.

LIMITATION OF LIABILITY

41. We shall be relieved of all liability for obligations incurred to the Buyer whenever, and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded directly or indirectly in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority, or by reason of any government action, industrial action, trade disputes, fire, flood, storm, breakdown of plant, accident, theft, riot, civil commotion, war, national emergency, acts of God, force majeure, inevitable accident or any other cause beyond Our control. In the event of the occurrence of any such circumstances We shall be entitled to cancel the contract with the Buyer by giving notice in Writing to Him and unless and until We cancel the contract to extend the time of its performance by a period equivalent to that during which its performance has been prevented by any of the said circumstances.

42. Other than the death or injury to any person resulting from Our negligence We shall not be liable to the Buyer or to any third party in any circumstances whatsoever
- for any consequential loss or damage of any kind directly or indirectly attributable to any faults or defects in the Goods, or
 - for any damage or injury caused by any faults or defects in the Goods, or
 - for any consequential loss or damage of any kind directly or indirectly attributable to any negligence or wilful acts of Our employees or agents, or
 - for any damage to property caused by the negligence or wilful acts of any of Our employees

or agents.

43. The Buyer shall indemnify Us against all claims and demands made upon Us for consequential loss or damage.

SPECIFICATIONS AND QUANTITIES

44. We reserve the right to deliver an excess or deficiency of up to 10% on specially printed or commissioned items and the total Price will be adjusted accordingly.

45. All imperial measurements are approximate and are for guidance only.

EXPORTS

46. Where the Goods are to be exported outside Mainland UK, the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into that country and for the payment of any duties on them. In addition, the Buyer shall, in good time, procure any necessary import and/or export permits and if required by Us to produce to Us evidence of this prior to shipment.

47. Prices quoted in respect of deliveries are ex-works, as standard, unless otherwise stated. Our responsibility for the Goods shall cease immediately when the Goods are placed with a carrier from which time the risk of any loss or damage to the Goods from whatever cause arising shall be borne by the Buyer, as We shall be under no obligation to give to the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

48. We shall be entitled to demand proof that the Goods have been exported and to charge extra prices and claim damages when proof is not forthcoming that the Goods have been exported in the condition as delivered by Us.

REPRESENTATIONS

49. No representation or statement not expressly contained in these Conditions or incorporated by reference to a written document shall be binding upon Us as a warranty or otherwise, nor shall anything be implied from any such representation or statement.

NOTICES

50. Each Notice to be given hereunder shall be in Writing, addressed to the other party's main business address or in either case to such other address as one party shall notify in Writing to the other for this purpose.

51. Any Notice shall be deemed to be given either if left at the proper address, if delivered by hand during normal business hours, 48 hours after having been posted by first-class pre-paid post in an envelope addressed to the proper address and on the business day next following the day of transmission if transmitted by facsimile.

LATITUDE

52. No relaxation, forbearance delay or indulgence by Us in enforcing any of these conditions for the granting of time to the Buyer or otherwise shall prejudice, affect or restrict Our rights and powers hereunder. Nor shall any waiver by Us at any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

SEVERANCE

53. If any part of these Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Conditions and shall not affect the validity or enforceability of the remaining parts of these Conditions.

DATA PROTECTION

54. We hold, process and disclose personal data relating to individuals in the course of Our business. This data is held, processed and disclosed by Us for the purpose of administration, communication during business transactions, performance of Our obligations, enforcement of Our rights and for marketing purposes. The data may be transferred abroad in connection with these purposes.

THIRD PARTIES

55. A person who is not party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999.

LAW

56. These Conditions and the Contract and all matters pertaining thereto shall be governed by English Law, and the English Courts shall have jurisdiction in relation thereto.

Plastico Limited
1st Floor, 110-112 Morden Road, Mitcham, Surrey, CR4 4DA U.K.

Telephone : +44 (0)20 8646 0456
Fax : +44 (0)20 8646 5440
Web : www.plastico.co.uk

Plastico Limited Registered in England No. 1858859 | VAT no. GB 407484252

Plastico Limited 2017 ©