



Conditions of sale & Supply

GENERAL

1 Each contract between us, Thermovac Plastics Limited and you, the Customer for the supply of Goods or services will automatically incorporate these Conditions which will prevail over any conditions stipulated or referred to by you. No amendments will be binding on us unless confirmed by us in writing. Our sales representatives and delivery personnel have no authority to agree to any other terms. Your order will be construed as acceptance of these Conditions. Acceptance of any tender or a quotation made by us will not of itself constitute a contract.

MINOR DISCREPANCIES

2.1 The price quoted is for the specified quantity only and will not apply to an order for any lesser or greater quantity. All quotations for Goods to be delivered from stock are subject to those Goods being unsold on receipt of the order.

2.2 We will not be required to recompense you or issue a credit note for any defective component parts supplied by us if the quantity of such defective parts is less than 5% of any single order subject to Condition 13.

PRICES

3.1 Unless otherwise specified by us payment is due not later than 30 days following the date on which the Goods are invoiced and in no circumstances will you be entitled to make deduction or withhold payment. Interest at 1.5% per month may at our discretion be charged on overdue amounts.

3.2 We have the right to increase the price to take account of any increase in costs to us.

3.3 We reserve the right to apply a minimum order charge.

DELIVERY AND RISK

4.1 Any delivery dates quoted by us for the supply of Goods or the performance of services by us are approximate only and do not form part of the contract. Delivery to your premises or those of your named agent will constitute delivery for the purpose of these Conditions except where your or the agent's premises are not on the mainland of England, Wales and Scotland when delivery to a shipping agent will constitute delivery. All deliveries are in any event subject to availability of stock supplies and labour and no liability will attach to us for any loss or damage including indirect or consequential loss (e.g. loss of profit or loss of contract(s)) of any kind arising out of any delay in delivery nor will any delay or failure in delivery or performance entitle you to refuse to accept any delivery or other performance of or to repudiate the Contract. Each delivery is to be considered a separate transaction and the failure of any one delivery will not affect the rest of the contract

4.2 The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.

4.3 If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (4.2) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

4.4 Risk in the Goods passes when they are delivered. If you fail for any reason to take delivery on the due date:

(a) delivery will be deemed to have taken place on the due date,

(b) risk in the Goods will pass to you, and

(c) You will indemnify us in respect of any loss or expense including storage and insurance charges arising from your failure to take delivery on the due date.

TITLE

5.1 Despite the earlier passing of risk title in the Goods will remain with us until the amount due under the invoice for them and all other invoices payable to us by the Customer have been paid in full. Until title passes you will hold the Goods as bailee and will store or mark them so that they can at all times be identified as our property.

5.2 The Customer shall store goods owned by us in such a way that they are clearly identifiable as our property, shall maintain records of such goods identifying them as our property, of the persons to whom it sells or disposes of such goods and of the payments made by such persons for such goods. It will allow us to inspect these records and the goods themselves on request.

5.3 So far as the law allows we shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of goods still owned by us. Such proceeds shall be paid into a separate bank account and shall be held by the Customer on trust for us.

5.4 If you fail to make any payment to us due, or enter into bankruptcy, liquidation administration or a composition with your creditors, have a receiver or manager appointed over all or part of your assets, or become insolvent or if we have reasonable cause to believe that any of these events is likely to occur, we shall have the right without prejudice to any other remedies:

(a) to enter without prior notice any premises where goods owned by us may be and to repossess and dispose of any goods owned by us so as to discharge any sums owed to us by the Customer.

(b) to require you not to resell or part with possession of any goods owned by us until you have paid in full all sums owed by you to us.

(c) withhold delivery of any undelivered goods and stop any Goods in transit.



5.5 Unless we expressly elect otherwise any contract between us and the Customer for the supply of Goods shall remain in existence notwithstanding any exercise by us of our rights under this clause.

5.6 If the Goods are mixed with your property or incorporated therein, the product thereof will become and/or will be deemed to be our sole and exclusive property. If the Goods are mixed with goods and/or materials which are the property of any person other than you or are incorporated therein the product thereof will become or be deemed to be owned in common with that person

5.7 We will be entitled to maintain an action for the price of any Goods notwithstanding that title in them has not passed to you. You will when required assign to us your rights against customers who have not paid you.

CLAIMS NOTIFICATION

6.1 Any claim for non-delivery of Goods must be notified in writing to us within 48 hours of the date of invoice.

6.2 Any claim that Goods have been delivered damaged or not of the correct quantity or do not comply with their description must be notified to us within 24 hours of delivery.

6.3 Any alleged defect must be notified to us within 24 hours of delivery or in the case of a defect which is not reasonably apparent on inspection within [7] days of the defect coming to your attention but in any event within 28 days of delivery.

6.4 All claims must be in writing and contain full details of the claim. We must be given reasonable opportunity and facilities to investigate any claims made under this Condition.

LIABILITY

7.1 These Conditions contain all the terms under which the contract for the supply of goods is entered into between us and except as specifically mentioned in writing no warranty or condition as to description, condition, quality or suitability for purpose whether collateral to the contract or otherwise is given (or deemed to have been given) or is implied and any statutory or other warranty or condition whether express or implied and whether collateral to the contract or otherwise is hereby excluded.

7.2 We will not be liable (other than for death or personal injury resulting from our negligence) except in accordance with this clause for any loss or damage of any kind arising from any breach of any express or implied warranty or condition of the contract or from any negligence or breach of statutory duty by us or in any other way in connection with the performance or purported performance of or failure to perform the contract.

7.3 If in accordance with Condition 6 you establish that Goods have not been delivered or have been delivered damaged or are not of the correct quantity (subject to Conditions 2 and 13) or do not comply with their description or are defective we will at our option replace such Goods or allow you credit for their invoice value in full and final settlement of our liability. We will also use our reasonable endeavours to pass on to the Customer the benefit of any manufacturers guarantee which we receive in respect of the Goods

7.4 In no circumstances will our liability to you exceed the invoice value of the Goods nor will we be liable for any indirect or consequential loss including loss of profits business or contracts howsoever arising.

7.5 You will indemnify us in respect of any loss or expense which we may incur in any actual or threatened claim or action whether civil or criminal howsoever arising in connection with your failure to comply fully with your obligations under the Contract with us or generally under statute or other legislation or codes of practice etc whether or not incorporated in these Conditions or any other contract between us and including but without limitation the Consumer Protection Act 1987 (as amended or modified from time to time) and any codes made under or by reference to it

7.6 Where European Article Numbers Codes and Symbols ("Codes") are applied to our Goods we will not be liable for any loss or damage suffered by you arising out of the use of Codes. However, if the Code was incorrectly supplied by us we will at our option replace such Goods or allow you credit for their invoice value in full and final settlement of our liability.

7.7 Goods sold in the UK are intended only for sale and use in the UK We accept no responsibility whatsoever or howsoever arising where Goods are exported from the UK regardless of whether we knew or ought to have known that the Goods were to be exported.

7.8 Where any goods are designed by us, every effort is made that they meet known statutory requirements and that they do not infringe any patents or trademarks or other intellectual property rights belonging to third parties but no warranty is given that the design construction and quality of Goods to be supplied under the Contract comply with all relevant requirements of any statute statutory rule or order or other instrument having the force of law from time to time nor that they do not infringe any third party intellectual property rights. We accept no liability for any breach of intellectual rights.

PRODUCT SPECIFICATION

8. Whilst we will make every endeavour to deliver the Goods as per quotation or otherwise advertised in any of our documents, actual specifications may in certain circumstances vary from those so quoted or advertised. We reserve the right to vary the specification of any Goods provided that they are of similar quality.

SUPPLY

9. In the event that we are unable to supply Goods as ordered by the Customer we reserve the right to offer Goods of equal or superior quality comparable to or compatible with the Goods ordered at the same price.

CANCELLATION

10. No order may be cancelled without our prior written consent and then only on the basis that you indemnify us for any costs incurred.



FORCE MAJEURE

11 We shall be entitled at our option to cancel or extend delivery times, or reduce the amount of Goods delivered, if, and to the extent that, we are prevented from, or hindered in, or delayed in manufacturing, obtaining or delivering the goods by normal route or means of delivery through any circumstances beyond our control, including (but not restricted to) reasons attributable to the Customer or its agents, strikes, lock outs, accidents, war, fire reduction in, or power cuts at works premises, breakdown of plant and machinery, or shortage or unavailability of base materials from normal sources of supply.

MISCELLANEOUS

12.1 We may subcontract the performance of the Contract in whole or in part.

12.2 We may suspend or terminate the supply of Goods if you fail to make any payment when and as due or insolvent or have an administrator or administrative receiver or receiver appointed over your business or otherwise default in any of your obligations under the contract or any other agreement with us or because you are compulsorily or voluntarily wound up or if we in good faith believe that any of those events may occur.

12.3 We will have a lien on all property in our possession for all sums due at any time from you and will by notice in writing to you be entitled to use sell or dispose of that property as your agent at your expense and apply the proceeds in and towards the payment of such sums. On accounting to you for any balance after payment of any sums due to us and the cost of sale or disposal we will be discharged from any liability in respect of your property.

12.4 Any notice to be given under the Contract will be in writing and faxed or forwarded by first class prepaid letter to the receiving party at its business address as last notified in writing to the other party and will be deemed to have been on the date of the fax or on the date following that on which the notice was posted.

12.5 The construction and performance of these Conditions will be governed by English Law.

12.6 If any provision hereof shall be held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions shall not be in any way affected or impaired thereby

12.7 Waiver by us of any breach of these conditions or any granting of time or indulgence by us to the Customer shall in no way affect our rights hereunder.

THIRD PARTY

13. Where Goods are manufactured or fabricated and or supplied to a specification or instructions supplied by the Customer you warrant that the specification or instructions so supplied will not result in the infringement of any rights including the limitation of any rights in respect of confidential information or trade secrets belonging to a third party and you will indemnify us in respect of any loss or expense which we may incur in any claim or threatened claim by a third party that the goods infringe any such third party rights. You will further indemnify us in respect of any loss or expense which we may incur in respect of any loss injury or damage or any kind sustained by a third party howsoever arising in connection with such Goods or any part of them.

13.2 Where components are supplied to us by the Customer for forming or other processing or fabrication you must ensure that [such components are in a satisfactory condition for processing failing which we are entitled not to proceed with your order.] We shall also not be liable to you for any reason as a result of any components supplied by you having an inherent or latent defect.