

# 4PLAS GENERAL CONDITIONS OF SALE

Buyer: Customer overleaf  
Seller: 4Plas Ltd

## 1. GENERAL

- (a) All orders made by Buyer are on and subject to these terms, as are all quotations given and orders accepted. These terms override and exclude any other terms or representations of or used by Buyer or Seller, and any course of dealing between the parties.
- (b) No contract for sale of any Product specified overleaf or hereafter sold ("Product") shall be completed until Seller issues an Acknowledgement form.

## 2. QUOTATIONS

Quotations are valid for 30 days from issue date.

## 3. PRODUCT

Any information in Seller's literature price lists is intended only to present a general idea of Product described therein and shall not form part of the contract. Seller reserves the right to alter the formulation of Product without notice and where Buyer has specified that Product should possess certain characteristics, or where characteristics are described by Seller, including on a Certificate of Conformity, then in all cases such characteristics are subject to reasonable commercial tolerances.

## 4. PRICE

- (a) Seller reserves the right upon at least 14 days notice to increase the price of Product before delivery by an amount equivalent to any increase which has arisen in the cost to Seller of manufacturing or acquiring or delivering Product.
- (b) Returnable containers, and all pallets will be charged extra at Seller's rate then in force (and paid for by Buyer promptly on receipt of Seller's invoice) unless received back by Seller carriage paid in good condition within 3 months of delivery.

## 5. CANCELLATION

Buyer shall not cancel the contract without the consent of Seller, which if given shall be deemed to be on the condition that Buyer shall indemnify Seller against all loss arising out of such cancellation.

## 6. PAYMENT

- (a) The terms of payment specified overleaf shall apply unless Buyer has defaulted in payment of any sum, when Seller may demand payment in cash for any Product on notice (which shall be a sufficient tender of such Product) that is ready for despatch. Seller may withhold possession of any Product until it shall have received payment of all sums due to it.
- (b) Any credit allowed by the Seller on any part of any Product shall be without prejudice to its rights to refuse to give up possession of any other part thereof except against payment.
- (c) Payments due from Buyer shall be made in full and not by instalments unless Seller shall agree in writing but any failure of Buyer to pay any instalment in due time shall entitle Seller to treat such failure as a repudiation of the whole contract by Buyer and to recover damages for such breach of contract.
- (d) Interest on all sums due from Buyer but not paid on the due date shall accrue and be paid by Buyer at the rate of 4% above the base rate of National Westminster Bank PLC until payment is received by Seller after as well as before any judgement.
- (e) Payment shall be made in sterling at Seller's address overleaf or otherwise as Seller may direct.

## 7. DELIVERY

- (a) All delivery dates are estimates only and shall not be of the essence of the contract. In no circumstances shall Seller be liable to compensate Buyer for non or late delivery of any Product or for any consequential or other loss arising therefrom.
- (b) If Seller is prevented or restricted from delivering any product by reason of war, riot, explosion, fire, flood, strike, lock-out, shortage of materials or labour or other cause beyond Seller's control, the time for delivery shall be extended by a period equal to that during which such cause prevents or restricts delivery; but Buyer shall take and pay for any part of Product which Seller is able to deliver.
- (c) Seller shall be entitled to deliver Product in one or more consignments.
- (d) Delivery (hereafter "Delivery") shall be deemed to take place when Product is presented for unloading at Buyer's address specified overleaf, all, if sooner, when loaded if Product is being collected by Buyer or its agent.
- (e) Seller may suspend and/or cancel any deliveries if Buyer shall default by unjustified refusal of delivery of any Product or by non or late payment of any sum due to Seller, or by becoming insolvent.
- (f) Seller may deliver up to 10% more or less than the quantity or volume of any Product ordered and the amount payable therefore shall be adjusted pro rata to the amount delivered.

## 8. PASSING OF RISK AND PROPERTY

- (a) Risk of loss or damage to product shall pass to Buyer upon Delivery.
- (b) Legal and beneficial ownership of the property in Product shall not pass to Buyer until all sums payable in respect of all Product (the "Full Price") has been received in cleared funds by Seller and until such receipt Buyer shall hold Product as bailee for Seller and the following provisions of this Clause 8 shall apply.

- (c) All payments shall be applied to and deemed to be made in respect of invoices in the order in which they were issued and to Product in the order in which it is listed in invoices.
- (d) If Buyer sells or disposes of any Product Buyer shall hold on trust for Seller and pay to Seller forthwith upon demand:
- (i) if Product has not been mixed with or incorporated into other goods or processed, all proceeds of sale; or
- (ii) if product has been mixed with or incorporated into other goods all processed, a just proportion of the proceeds of sale.
- (e) Buyer shall not:
- (i) pledge any Product or documents of title thereto, or allow any lien to arise thereon;
- (ii) process any Product other than in the ordinary course of Buyer's business;
- (iii) dispose of any Product or documents or title thereto or any interest therein.
- (f) If Buyer defaults in the punctual payment of any sum owing to Seller then Seller shall be entitled to the immediate return of all Product sold by Seller to Buyer in which property has not passed to Buyer and Buyer hereby authorises Seller to recover such Product and to enter any premises of Buyer for that purpose. Demand for or recovery of any Product by Seller shall not of itself discharge either Buyer's liability to pay the full price and take delivery of such Product or of Seller's right to sue for any sums due.

## 9. INSPECTIONS OF GOODS

- (a) Buyer shall inspect Product immediately on Delivery and shall within 7 days from Delivery give notice to Seller of any apparent defect, or other reason that Product is not in accordance with the contract. If Buyer fails to give such notice Product shall be conclusively presumed to be free from any defect which would be apparent on reasonable examination and to have been accepted by Buyer. If such Product is shown as not in accordance with the contract or so defective, Buyer shall be entitled as Seller may elect either to the replacement thereof or to the refund of the purchase price against return of such Product.
- (b) In the event of non-delivery of all or part of any Product Buyer must give notice thereof to Seller within 7 days of receipt by Buyer of notice from Seller that Product has been despatched. If Buyer shall fail to give such notice Seller shall be under no liability to Buyer in respect of such non-delivery provided that Clause 9(c) shall continue to apply.
- (c) If any Product is lost or damaged in transit and Buyer so notifies Seller 2 clear days before notice is required to be given to the carrier of the loss or damage then Seller will, without undertaking any liability, notify the carrier of the claim on Buyer's behalf.

## 10. USE OF GOODS

- (a) Seller hereby gives notice to Buyer that Seller has available information and literature ("Safety Literature") concerning the conditions necessary to ensure that Product will be safe when properly used, which is available to Buyer free on request.
- (b) Without prejudice to the other provisions of this Clause 10, if Seller shall sell any Product of a lesser or different grade than prime and described as such upon sale, then Buyer hereby undertakes:-
- (i) not to use or process any of such Product in a manner inappropriate to its grade or quality;
- (ii) not to deal with or dispose of any such Product to any person unless Buyer shall have informed such person in writing of the correct grade of quality of such Product an imposed upon such person contractual obligations equivalent to those in this sub-paragraph (as regards any other person to whom such Product or any interest therein may be transferred) and also sub-paragraph (i) of this Clause.
- (c) Buyer hereby agrees with and undertakes to Seller that;
- (i) where Buyer incorporates any Product into or uses it in the manufacture of other goods, Buyer will ensure that such Product is fit for such use, and that such use is a correct application for such Product; and
- (ii) it shall comply with (and shall procure that any person to whom any Product is resold shall comply with) all Safety Literature and other written instructions and recommendations for use notified by Seller to Buyer (including without limitation on any delivery note).
- (d) Buyer hereby undertakes fully to indemnify Seller on demand against all claims, losses, charges, costs and expenses which Seller may suffer or incur in connection with any claim by any, third party alleging facts which if established would indicate a breach of any undertaking given by Buyer in this Clause 10.

## 11. DEFECTS AFTER DELIVERY AND FITNESS FOR PURPOSE

- (a) Seller will make good, by the supply of replacement Product, defects which under proper use appear in Product within 6 months after Delivery and arise solely from faulty materials or workmanship. Provided that defective Product is promptly returned by Buyer to Seller's works and becomes the property of Seller if replaced. Without prejudice to the generality of the foregoing: if Buyer becomes aware of any defect or alleged defect in any Product and continues to use such Product or other Product of the same specification after becoming so aware of such defect or alleged defect without requiring Seller to replace such product in accordance with this Clause then Buyer shall be deemed for all purposes to

have accepted such defect or alleged defect in such Product and any other Product of the same specification supplied subsequently. A defect in part of any Product shall not be sufficient grounds for refusing delivery or rejecting the whole.

- (b) Seller shall have no liability whatsoever in respect of;
- (i) any defect or lack of fitness if Seller has produced Product in accordance with Buyer's own technical specification and such defect arises therefrom; or
- (ii) any defect or lack of fitness arising from the manor in which any Product if processed or incorporated into other goods by Buyer or any third party; or
- (iii) any direct or indirect loss or damage to any business or reputation, or to any profits, of Buyer or any third party, arising in connection with Product.
- (c) These terms set out Seller's entire liability in respect of Product, and Seller's liability under these terms shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied statutory or otherwise in respect of the quality or fitness for any particular purpose of Product or otherwise howsoever except any implied by law or statute and which by law or statute cannot be excluded. Save as provided in these terms and except as aforesaid Seller shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in Product or failure to correspond to specification or for any injury, damage or loss resulting from such defects.

## 12. INDEMNITY

Buyer hereby undertakes fully to indemnify Seller on demand in respect of all damage injury, or loss occurring to any person or property and against all actions, suits, claims, demands, charges, or expenses in connection therewith arising from the condition or use of any Product if and to the extent that the damage injury or loss is caused partly or wholly directly or indirectly by the negligence or other default of Buyer or its servants or agents or by any breach by Buyer of its obligations to Seller hereunder.

## 13. PAYMENTS, TRADEMARKS, ETC

- (a) Product is sold subject to the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidentiality requirement and any other analogous or similar right, applicable to the sale or use of Product in any part of the world and Buyer hereby agrees in this respect to accept such title to Product as Seller may have subject to all and any such rights.
- (b) Where Product is produced according to designs or configurations or by processes specified or supplied by Buyer, Buyer undertakes to Seller that Product as so designed or configured and/or the processes so used do not infringe the rights of any person, whether in respect of any patent, trademark, registered design, copyright, confidentiality requirement or otherwise howsoever, which could prevent or restrict the sale or use of Product or the use of such processes in any part of the world, and Buyer hereby undertakes fully to indemnify Seller on demand against all actions, suits, claims, demands, losses, charges, costs and expenses which Seller may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the undertakings contained in this Clause 13 (b).

## 14. PROPER LAW

The contract shall be governed by and construed in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts.

## 15. ASSIGNMENT AND APPLICABILITY

- (a) Buyer shall not assign any benefit under the contract without the consent in writing of Seller, which may if given be on such terms as to guarantee or indemnify or otherwise as Seller thinks fit.
- (b) These terms and those overleaf constitute the entire agreement between the parties for the sale of Product and apply except to the extent that the parties shall otherwise agree in writing.

## 16. NOTICES

Any notice given under or pursuant to the contract shall be in writing and sent by hand or first class post or other faster postal service or telex, fax or other means of telecommunications in permanent form (provided the addressee has facilities for receiving such transmission) to the address or relevant telecommunications number of the addressee shown overleaf or such other address or number as such party may by notice to the other have substituted, therefore such notice shall be deemed validly given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

We will monitor and record information relating to your trade performance and such records will be made available to credit reference agencies, who will share this information with other businesses in assessing applications for credit & fraud prevention.