

GILBERT CURRY INDUSTRIAL PLASTICS CO Ltd (including theplasticshop.co.uk) - Terms & Conditions of Sale

theplasticshop.co.uk is a trading name of Gilbert Curry Industrial Plastics Co Ltd (hereafter referred to as the Company)



CONDITIONS OF SALE

(these conditions are in addition to specific terms and conditions that apply to mail order and online purchases via www.theplasticshop.co.uk/terms)

Subject to change without notice. Last update on 1st January 2010

1. DEFINITIONS

- (i) "Buyer" means the person who buys or agrees to buy the Goods from the Company.
- (ii) "Goods" mean the Goods that the Company is to supply in accordance with these conditions of sale.
- (iii) "Carrier" such person notified to the Company by the Buyer as being authorised by the Buyer to take delivery of the Goods on its behalf.

2. GENERAL

Unless otherwise expressly agreed in writing by a director of the Company, all Goods are sold upon the following terms and conditions of sale and no agent or representative of the Company has any authority to vary or omit these conditions or any of them. Any conditions printed in the Buyers order forms are binding in so far as they are not at variance with these conditions. Unless stated otherwise in writing these terms constitute the entire contract between the Company and the Buyer.

3. ACCEPTANCE OF ORDER

- (i) The price of the Goods shall be the price stated in the Company's quotation or such other price expressly agreed by the parties. If no such price for the Goods is fixed the price shall be that listed in the Company's published price list current at the date when the contract is made. All quotations whether verbal or in writing, are subject to the Company's confirmation on receipt of the Buyer's order and no contract shall be concluded until such written confirmation is given. Any quotation given by the Company is valid only for 30 days, unless stated otherwise.
- (ii) The prices quoted are:
 - a) based on the cost of material, services and labour at the time of quoting and are subject to adjustment to cover any variations in such costs or increases in taxation or duty which might take place prior to the completion of the contract, and
 - b) exclusive of packing, carriage that will be applied at published rates unless stated otherwise
 - c) exclusive of VAT that will be chargeable on all purchases (unless a valid VAT exemption certificate is held)
- (iii) Where the material is quoted as imported and the rate of exchange on which the Company's quotation is based is also quoted, the Company reserves the right to vary the price quoted to reflect the rate of exchange for purchase of the relevant currency in £ sterling quoted by Lloyds Bank Plc on the date of delivery specified in condition 5.

4. DESCRIPTION

- (i) The description given to the Goods in any quotation or contract is given by way of identification thereof only and the descriptions and illustrations contained in the Company's catalogues, price lists and advertising material are intended merely to present a general idea of the Goods described to them.
- (ii) Because of conditions existing in the manufacture of the Goods the right is reserved to despatch and invoice 10% more or less than the quantity specified.
- (iii) A cutting tolerance of +/- 1mm is standard on all materials unless specified otherwise.
- (iv) All dimensions quoted are identified as nominal sizes only. Tolerances for each material are available on request.

5. DELIVERY

- (i) The Company will use its best endeavours to deliver the Goods at the time stated by the Company (if any) but delivery dates shall be regarded as estimates only. The Company shall not be liable for any claims resulting from delay in delivery however caused.
- (ii) Goods shall be deemed to have been delivered when handed over to the Carrier. If supply is not possible due to import or export restrictions, the Buyer shall not be entitled to claim against the Company whatsoever in respect of such non delivery.
- (iii) In the case of delivery of Goods by installments, the Buyer will not be entitled to treat the delivery of faulty Goods in any one installment, or the late delivery or non-delivery of any one installment, as a repudiation of the whole contract.
- (iv) If the Buyer fails to give delivery instructions within 14 days of the acknowledged delivery date, the Company shall (without prejudice to any other rights or remedies available to it) be entitled (but not obliged) to store the Goods at any available place at the Buyers expense as to storage and insurance. On giving notice to the Buyer, the Company may sell the Goods not delivered to the Buyer or its agent. The Buyer shall be liable to pay the costs of the sale. If the Buyer sells the Goods for less than the price payable, the Buyer shall be liable to pay the Company the difference in price. This does not affect any other right or remedy the Company may have.
- (v) Goods that have not been collected within 5 days of the Buyer being advised, either verbally or in writing, or by the last day of the month (whichever is sooner), will be despatched by the Company at the Buyer's expense and will be invoiced accordingly.

6. RISK AND TITLE TO GOODS

- (i) The Risk in the Goods passes to the Buyer upon delivery. Delivery is deemed to take place once a signature has been received accepting such delivery (or collection where goods have been collected by you or your representative). The title in the Goods remains vested in the Company and shall only pass to the Buyer upon full payment being made by the Buyer, of all sums (due on whatever account or grounds) to the Company. In the event of the Goods being sold by the Buyer in such a manner as to pass to a third party a valid title to the Goods, whilst any such sums are due as aforesaid, the Buyer shall be trustee for the Company of the proceeds of such sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer the agent of the Company for the purposes of any such sale.
- (ii) The Buyer agrees that prior to the payment of the whole price of the Goods the Company may at any time enter upon the Buyer's premises and remove the Goods there from and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.
- (iii) In the event of the Goods becoming constituents of, or being converted into, other products whilst sums are due as provided in sub section (i) hereof, the Company shall have the ownership of the title to such other products as if they were the Goods and accordingly sub section (i) hereof shall (so far as appropriate) apply to such other products subject to the Buyer's right to the surplus of any monies realized by the said Goods over those due to the Company as provided herein.

7. PACKING AND CARRIAGE

- (i) Unless otherwise stated Goods will be consigned by goods train or road transport to the address in the United Kingdom specified by the Buyer.
- (ii) Unless otherwise stated the cost of carriage and packing (including cases and material) will be charged to the Buyer on the invoice for the Goods at the time of despatch. Packing cases and materials are non-returnable unless otherwise stated.

8. REJECTION AND CANCELLATION

- (i) No Goods can be returned to the Company without the Company's prior written consent.
- (ii) A re-stocking charge of £25.00 or 20% of the invoice value (whichever is greater) will be charged on any returns.
- (iii) The Company reserves the right to charge a cancellation fee of either: 50% of the total order value; or, the total value of work in progress relating to that order, whichever is greater on any order which has been accepted by the Company and subsequently cancelled by the Buyer.
- (iv) Specific conditions exist for cancellations under the Consumer Protection (Distance Selling) Regulations 2000. For more information see www.theplasticshop.co.uk/terms

9. NOTIFICATION OF LOSS OR DAMAGE

The Company or Carrier must be informed in writing (otherwise than on the Carrier's documents)

- (i) Within seven days of receipt of invoice if the Goods have not been delivered yet and
 - (ii) Within 24 hours (1 working day) of the Buyer obtaining possession of the Goods in the event of any deficiency or damage.
- The Company as far as notification of loss or damage is concerned, can from time to time vary arrangements without notice.

10. PAYMENT

- (i) Unless otherwise stated, payment is strictly net cash to be paid one calendar month following month of invoice. Failure to make due payment in respect of deliveries and installments under this or any other contract between the Buyer and the Company shall entitle the Company to delay, suspend or cancel deliveries in whole or part at its option without notice or liability.
- (ii) If the Buyer does not have a credit account, a pro-forma invoice will be issued and the Goods released after payment is made and subsequent monies successfully cleared and credited to our bank account.
- (iii) The Company reserves the right to collect payment for unpaid credit using payment details previously and securely recorded.
- (iv) The company reserves the right to refuse or withdraw credit facilities without notice or explanation.

11. LIMITATION OF THE SELLER'S LIABILITY

- (i) Except as otherwise expressly mentioned in these conditions, the Company shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise howsoever in respect of Goods supplied or work done by the Company. The Buyer shall indemnify the Company against any claim made against the Company by a third party arising out of any Goods supplied to or work done for the Buyer.
- (ii) No forbearance or indulgence by the Company shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be taken as a waiver of any of these Conditions.

12. FORCE MAJEURE

The Company shall be excused from liability to the Buyer, if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company's control and in particular without prejudice to the generality of the foregoing Act of God, War, Government Controls, restrictions or prohibitions or any other act of omission whether local or national, fire, flood, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting from any circumstances.

13. LEGAL INTERPRETATION

The contract governed by English law. The English courts shall determine any dispute arising out of or in connection with this contract.

14. SEVERANCE

In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

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