

TERMS AND CONDITIONS OF SALE

1. SCOPE

The following Terms and Conditions shall apply to all contracts entered into between Plastics Europe B.V. or any of her subsidiaries on the one hand and any other party on the other hand and shall be deemed to be accepted by the purchaser upon receipt by the Company of the purchaser's official order.

2. DEFINITIONS

In these conditions unless the subject or contract otherwise requires: 'purchaser' means the person, firm or company by whom the order is made; 'Company' means Plastics Europe B.V., or the subsidiary of Plastics Europe B.V. that has entered into a contract with purchaser; 'the parties' means the purchaser and the Company; 'the goods' means the articles or things or any of them described in the order; 'the contract' means the contract between the Company and the purchaser and will comprise: - these conditions - the order and acceptance - any such other documents as are specified in the order.

3. TERMS OF QUOTATION

- 3.1 Quotations are submitted in good faith by the Company but shall not be binding on the company and may be withdrawn or amended at any time by the Company prior to acceptance by them of an order from the purchaser.
- 3.2 Quotations are valid for acceptance within 30 days from their date.
- 3.3 Except as agreed between the parties, all drawings, dimensions and weights included in or submitted with quotations shall be deemed to be approximate only.
- 3.4 Any description or illustration in the Company's catalogues, price lists and advertisements shall be deemed to be given by way of information and of a general nature only and shall not be construed as being a precise specification of any goods.

4. ORDERS, ACKNOWLEDGEMENTS, CONDITIONS AND VARIATIONS

- 4.1 The Company shall not be bound by an order unless the Company accepts it in writing.
- 4.2 Except as agreed in writing between the parties, every order, either oral or in writing, shall be subject to these conditions. Any conditions mentioned or referred to in the order or any other document of purchaser is not accepted and shall not be binding on the parties unless agreed in writing by the Company on acceptance of the order.
- 4.3 No variation of, or addition to an order or variation, waiver of, or addition to these conditions made after the acceptance of the order shall be binding on the parties except as agreed in writing signed by or on behalf of them both.
- 4.4 If after the order has been accepted the purchaser requires any variation or modification in the specification, an extra charge will be made by the Company to cover the cost of any such variation or modification.
- 4.5 The Company reserves the right to sub contract part or parts of the order as they may deem necessary.

5. PRICE

- 5.1 The prices which shall apply are those stated in the quotation or otherwise agreed between the parties.
- 5.2 Any quotation or offer is based upon the cost of materials, labour, allowances, transport, services and overhead charges at the date of the quotation or offer and if between that date and the termination of the contract any variations, either by rise or fall, shall occur in these costs, then the contract price shall be adjusted by such amount as shall represent the increased or decreased cost.
- 5.3 Any quotation or offer is based upon information as to the place, time and manner of installation specified in any invitation or report for such quotation or offer.
- 5.4 Where the purchaser subsequently cancels or postpones his order, or causes delay for any reason, including but not limited to, lack of instructions, defective or incomplete instructions, or a change of instruction, the purchaser shall compensate the Company to the extent of all charges, costs and losses incurred by the Company by reason of such cancellation, postponement or delay, including (in the case of cancellation) but not limited to loss of profit.
- 5.5 Prices do not include Value Added Tax, customs charges, import duties, local taxation, or the like or any other levy which may from time to time be imposed nationally or locally.

6. TIME FOR PERFORMANCE

- 6.1 Specified performance dates are subject to:
 - 6.1.1 Final approval by the purchaser of the Company's manufacturing drawings:
 - 6.1.2 Receipt by the Company of all information, including but not limited to technical and commercial information for the manufacture of goods; and

6.1.3 Production or delivery of the goods not being hindered or prevented by any cause whatsoever beyond the control of the Company including but not limited to, war, explosion, fire, flood, civil commotion, act of government, labour disputes (including but not limited to strikes and lockouts), defective material, any act or default of the purchaser, or by any other cause whatsoever beyond the control of the Company.

6.2 In the event of delay by reason of any of the matters set out in paragraph 6.1, above the delivery periods shall be extended by such time as the Company may reasonably require and clause 5.2 and 5.3 shall then apply.

6.3 The time for performance of the contract by the Company shall not be a strict deadline. The Company will not be in default if she fails to meet the specified performance date.

7. QUANTITIES AND INSTALMENTS

7.1 The Company reserves the right to manufacture and deliver goods in such quantities in each instalment for delivery as will minimise production costs.

7.2 Where goods are delivered by instalments each instalment shall be deemed to be sold under separate contract. The party in default in respect of any instalment shall be liable accordingly, being in default in respect of one instalment shall not affect due performance of the contract regarding other instalments.

8. DELIVERY AND INSTALLATION

8.1 Delivery and installation shall be made by the Company to the purchaser at the place and in the manner specified in the quotation or offer or as subsequently agreed between the parties.

8.2 If any extra cost is incurred by the Company by reason of difficulty of access to the site or for any other reason not taken into account as the basis for quotation or offer such cost shall be chargeable to the purchaser.

9. ACCEPTANCE

9.1 The purchaser shall within 10 days from delivery of the goods give notice in writing to the Company if the goods are rejected, and if so, the reasons for rejection.

9.2 If the purchaser fails to give notice in accordance with this clause the goods shall be deemed to have been delivered in good order and the purchaser shall be bound to accept and pay for the same accordingly.

10. RISK

The goods shall be at the sole risk of the purchaser when they are delivered to the purchaser, his carrier or agent.

11. DAMAGE IN TRANSIT

Goods delivered to the purchaser by a carrier of the Company shall be carefully examined by the purchaser. The carrier and the Company must be advised of any damage or irregularity within three days of the receipt of such goods otherwise claims for such damage or irregularity shall be void.

12. PAYMENT AND PASSING OF PROPERTY

12.1 Unless otherwise agreed in writing, payment shall be made 30 days from submission of the company's invoice in accordance with these terms.

12.2 Notwithstanding any terms of the contract relating to delivery and payment, property of the goods shall not pass to the purchaser until he has paid the Company all sums due under this contract or any other contract between purchaser and the Company, as well as any claim for damages arisen from such contracts.

12.3 Notwithstanding paragraph 12.2 of this clause, the risk in the goods shall pass as provided by clause 10 of these conditions.

12.4 Without prejudice to any other right or remedy, if any payment remains unpaid after the due date the Company may withhold further deliveries until payment is made.

12.5 The time stipulated for payment shall be a strict deadline. If the purchaser fails to pay for goods delivered, or for any one or more instalments delivered within the time stipulated the purchaser shall be in default. The Company shall then be entitled to terminate the contract in respect of the whole or part thereof which remains unperformed and to recover damages for breach of the contract.

12.6 If the purchaser makes default in any payment under the contract or commits an act of bankruptcy or being a company with limited liability, enter into liquidation or suffers a receiver to be appointed, the Company may at any time thereafter without prejudice to any other remedy, suspend or cancel the contract and (whether with or without previous notice) retake possession of the goods or the product; in such circumstances the Company is irrevocably authorised by the purchaser to enter the premises on which the goods or the product are situated and to dismantle and remove, the same at the purchaser's expense.

12.7 Interest at 3% above the Bank of England Minimum Lending Rate will be charged on all overdue accounts.

13. LIEN
In addition to any other remedy available, the Company shall (in addition to any other rights) be entitled to a general lien over and a right to hold (in its own or other premises, warehouse or places) all goods, materials, machinery or other chattels or property of the purchaser in the Company's or agent's possession (notwithstanding such goods or some of them may have been paid for) for any default of payment due to the Company from the purchaser in respect of any goods or services provided to the purchaser by the Company under the same or any other contract including interest and the expenses of maintaining and exercising the lien, or at its option, the Company may after giving 28 days notice in writing to the Customer dispose of them as it thinks fit.
14. GUARANTEE
- 14.1 If the goods or work performed shows defects which, under proper use, appear in the product within a period of twelve months from delivery or should not comply with the standards agreed in the contract, the Company agrees to make good by repair, or at the Company's option, to replace the item free of charge at the place of delivery..
- 14.2 The purpose of the goods shall for all purposes be deemed to be that specified in the contract and the Company gives no warranty, guarantee or condition as to the suitability of the goods for any other purpose whether or not made known to them by or on behalf of the purchaser.
- 14.3 In the case of defects in any component not manufactured by the Company itself, the purchaser shall be only entitled to compensation in so far as the Company is compensated by the supplier of such components. The Company's liability in such cases is limited to making the benefit of her rights in respect to the supplier available to the purchaser.
- 14.4 In no event shall the Company be liable whether in contract or tort for any loss of use, or contracts or profits or for any other form of consequential loss howsoever caused and the purchaser will indemnify the Company against all liability in respect thereof.
15. INSPECTION AND TESTING
Unless otherwise arranged any test shall be conducted at the Company's works. If the purchaser requires any inspection or testing other than the Company's standard works inspection or tests, or inspection or test in the presence of the purchaser's representative, the Company shall carry out such tests and inspection or provide the facilities for the same, but the costs of such inspections or test and or the cost of any delays associated with such inspection or tests, shall be added to the price.
16. STORAGE
If the purchaser unreasonably fails to take delivery of or to collect goods under this contract after written notice of availability, the Company may store such goods at the risk of and expense of the purchaser without prejudice to the Company's right to be paid for such goods as though they had been delivered or collected.
17. SITE WORK
- 17.1 These terms and conditions of sale apply to work on site..
- 17.2 Instructions to start work on site shall be taken as evidence that the state of the site or of any building or works in which the goods are to be installed are as stated in the invitation or request for quotation or offer so that installation can proceed to completion in any efficient and continuous manner.
- 17.3 The purchaser shall be responsible, unless otherwise agreed, for the supply and erection of scaffolding, protective coverage, ladders and all other equipment necessary for the execution of the work and for the hoisting and lowering of the plant and materials by mechanical hoist or other means.
- 17.4 The purchaser shall be responsible for the provision within close proximity to the working area of the following: - a suitable area for the Company's site establishment, site storage and fabrication facilities; - a supply of electricity for power, heating and lighting; - a supply of water; - such ventilation equipment as may be necessary.
- 17.5 The goods and constructional plant and equipment delivered by the Company prior to the arrival of the Company's workmen shall be stored in accordance with any directions provided by the Company and subsequently delivered to the site. The purchaser shall be responsible for the goods and such constructional plant and equipment from the date of delivery, until (in the case of constructional plant or equipment removed from the site), providing such removal is carried out within 21 days of completion of the contract.
- 17.6 The purchaser will indemnify the Company against all costs incurred by the Company in making good any deterioration, theft, damage or loss of the goods or any such constructional plant and equipment as delivered by the Company and any disturbance of the installation work by the agents or servants of the purchaser, or by third parties.
- 17.7 The purchaser shall be responsible for the following expenses: - building, civil and associated works – fees for inspectors and similar bodies – rates or a similar impost of local authorities in respect of the Company's temporary accommodation on site.

- 17.8 The purchaser shall be responsible for compliance with any applicable working conditions regulations and with the requirements of any re-enactment or modification of any such enactments as are for the time being applicable to the works.
- 17.9 The purchaser hereby indemnifies the Company against any loss of expenses suffered or incurred by the Company by reason of the failure of the purchaser to comply with the enactments referred to in clause 18.8 or with any other statutory or common law obligation placed upon the purchaser as occupier of the site or other place where the goods are stored or the work done or as owner of the goods.
- 17.10 All standing or lost time due to extreme climatic conditions or other reasons beyond the Company's control will be charged as extra.
- 17.11 As soon as the work has been completed in accordance with the contract (except in minor respects for which they are intended and except for defects which the Company is liable to make good for reason of clause 15 (Guarantee) and have passed any test specified in the contract in addition to those referred to in clause 16 (Inspection) the purchaser shall in writing signify his acceptance of the work which shall be deemed to be taken over by the purchaser on the date so signified.

18. TECHNICAL ADVICE

- 18.1 The Company may at the request of the purchaser or otherwise furnish in writing technical advice or assistance ("the instructions") for the use of the goods sold hereunder, on the express understanding that any such advice or assistance is given and accepted at the purchaser's own risk and the Company shall not be liable for any loss, damage or claims arising there from.
- 18.2 All drawings and specification issued by the Company to the purchaser in connection with this contract are the Company's copyright. The said documents and any technical information are confidential and the purchaser shall not without the previous consent of the Company disclose to a third party any information given by reason of this contract. The said documents will be returned by the purchaser to the Company on request.

19. INFRINGEMENT OF PATENT

If the purchaser uses or sells goods supplied by the Company in such a manner as to cause infringement of patent, the Company shall not be liable for damages in consequences thereof and the purchaser shall indemnify the Company from and against all damages, costs and expenses incurred by the company in consequence of such infringement.

20. LIABILITY

No warranty is given and no representation is made by the Company, whether express or implied, as to the usefulness, sufficiency, merchantability or fitness for any purpose whatsoever of the goods supplied, unless explicitly given respectively made in written. The correctness of information provided by Seller regarding the quality, composition or possible applications of the goods is warranted only if such warranty is explicitly stated in the agreement. The Company's liability shall not exceed the net sales price of the goods or works concerned. In no event shall the Company's liability include indirect consequential damages.

21. ARBITRATION

Any dispute, difference or question in regard to any matter or thing of whatever nature arising out of this contract or in connection therewith shall be finally settled by an arbitrator, to be appointed by the Parties.

22. INVALIDITY

If any provision of these Terms and Conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms and Conditions but without invalidating any of the remaining provisions of these Terms and Conditions.

23. APPLICABLE LAW

The contract between the Company and purchaser is construed in accordance with and governed by the law of the country where the Company has its registered office. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is explicitly excluded..