



UNIT 2A PHOENIX CENTRE, ROAD ONE,
WINSFORD INDUSTRIAL ESTATE,
WINSFORD,
CHESHIRE,
CW7 3PZ

1)

1. In these terms and conditions the "Company" means Excel Plastics Ltd.
2. Any order accepted by the Company shall be deemed to incorporate these terms and conditions. No variation or modification of or substitution for these terms and conditions shall be binding on the Company unless specifically accepted by an authorized representative of the Company in writing.
3. If subsequent to any contract of sale which is subject to these terms and conditions a contract of sale is made with the same buyer whether by letter, telephone, email or orally or otherwise without express reference to any conditions then such contract shall be deemed to be subject to these conditions.

2) **Prices**

1. The prices shown in the Company's price list and/or quotations are current prices for guidance only. The contract price of the goods is the price ruling on the date of dispatch. The Company reserves the right to vary prices without notice. All quotes will have a valid until date, and all prices increases suitable notice will be given and agreed.
2. The Company reserves the right to increase the quoted prices where an order is received for a quantity less than the quoted for or where delivery is required in installments smaller than those specified in the quotation.
3. VAT and other taxes or duties payable by the buyer shall be added to the price.

3) **PAYMENT**

1. Unless otherwise expressly stated the price for each delivery shall be paid in full and received by the Company by the terms stated on each invoice and agreed by the Company and stated on the quotation.
2. The buyer shall not without the written agreement of the Company be entitled to deduct or off-set from any money pursuant hereto any claim for loss or expense alleged to have been incurred by the buyer by reason of any breach or failure to observe the provisions of this or any other contract by the Company nor shall the buyer be entitled to off-set against any amount payable under the contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability. All disputes a full investigation will take place by the Company.
3. Interest shall be payable by the buyer to overdue accounts at the amount of 4% above the Bank of England base rate, applicable at the time that the account becomes overdue. Such Interest to accrue daily and to run from the due date of the payment of the goods until the receipt by the Company of the full amount, Company discretion maybe used.

4) **TITLE**

1. Until full payment has been received by the Company for all goods whatsoever supplied at any time by the Company to the buyer property of the good shall remain in the Company.

5) **DELIVERY**

1. Whilst the company will use its best endeavors to deliver according to the quotation, the Company shall not be liable for any loss, injury, damage or expenses consequent upon any delay in delivery of the goods.
2. Delay due to circumstances outside the control of the Company including delays in the supply of raw materials, fuel, labour or component parts, fire, accident, strike, lockout, breakdown or failure of plant machinery. Also war, civil commotion, or government restrictions, difficulty or increased expense in obtaining workman, materials or transport or other circumstances affecting the supply of the goods or the raw materials therefore by the Company's normal source of supply or the manufacture of the goods by the Company's normal route or means of delivery, shall not entitle the buyer to cancel any order or to refuse to accept delivery.

In such circumstances the agreed date of period for delivery shall be reasonably extended. However, the Company shall have the right in such circumstances to withdraw from the contract or any part thereof without being held liable for any direct or indirect loss caused thereby and notwithstanding that a previous extension of time shall have been agreed.

3. Unless otherwise agreed the goods shall be dispatched to the buyer's place of business, but no reduction in price will be made if the buyer collects the goods from the Company.
4. In frosty weather the Company may delay the dispatch of the products or any part thereof unless the buyer otherwise instructs.

6) **RISK**

1. Notwithstanding that the title of the goods may not have been passed the risk in the goods shall pass to the buyer upon delivery. The Company shall not be liable for any damage discrepancy or shortage in the goods unless the buyer notifies both the Company and the carrier within 72 hours of the time of delivery of the goods.

In the event of total failure of the goods to reach their destination, the Company shall not be liable unless the buyer notifies the Company within 7 days after the date of invoice.

7) **REPLACEMENT AND LIABILITY**

1. The Company shall not be liable for any defects in the quality or state of the goods or services rendered which would be apparent on the reasonable examination or for the goods being otherwise not in accordance with the contract unless the buyer shall have given to the Company within 7 days of the receipt of the goods a written notice specifying the matters complained of and hereafter the Company shall have a reasonable opportunity of inspecting the goods before they have been used, work or sold.
2. The Company shall not be liable for any defects in the quality or state of the goods which would not have been apparent on the reasonable examination unless such defects shall have been discovered within 12 months after the receipt of the goods and the buyer shall have given the Company forthwith upon such delivery a written notice specifying the matters complained of and the buyer shall then afford the Company the opportunity of inspecting the goods in the alleged defective state.

3. Provided that the buyer has complied with the requirements as to the notice contained in these conditions then the Company will (if satisfied upon examination of the goods that they are defective) without charge to the buyer replace such goods or such part or parts thereof within 28 days of the resolution as in the opinion of the Company may be necessary and the Company will not be under any further liability to the buyer for labour costs involved in the replacement.
4. Subject as aforesaid all conditions and warranties, whether express or implied and whether arising at Common Law or by Statute are hereby expressly excluded and the Company shall not in any circumstances be liable to the buyer in respect of consequential loss, damage or injury (death and personal injury excepted) however arising.

8) **BUYERS REQUIREMENTS**

1. Where materials are supplied to the buyers own designs or specifications no warranty or guarantee is given or implied as to their suitability for the purpose for which they are used,
And no liabilities accepted for failure of or error in such designs or specifications.
2. Where the Company has manufactured materials to the buyers order in reliance on the buyers designs, specifications or measurements. The buyer shall be liable for the full price of such materials notwithstanding that they are no longer required following any alteration in such designs and /or specifications and for the full cost of any alterations rendered necessary and/or materials wasted through the inaccuracy or variation of such designs specifications or measurements.
3. The buyer must make a specific request in writing to the Company if it requires goods to be produced to a particular tolerance. Otherwise, information regarding weights, measurements, powers, capacities, performance or other data must be regarded as approximate only and the Company will not be liable in the event of any inability to attain specifications stated.

9) **CONSUMER LEGISLATION**

1. Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by Statute or Common Law are excluded to the fullest extent permitted by law.
2. Where the goods are sold under the consumer transactions (as defined by the Consumer Transactions Restrictions on Statements Order 1976) the statutory rights of the buyer are not affected by these conditions.
3. The buyer shall indemnify the Company against all or any damages, losses, claims, costs and expenses sustained or incurred by the Company in connection with any prosecution or civil action against the Company under the Consumer Protection Act 1978 insofar as any such prosecutions or civil actions may be in respect of goods supplied in accordance with the buyers drawings, designs, specifications or instructions.

10) **LICENCES AND CONSENTS**

1. If any license or consent of any government or other authority shall be required for the acquisition carriage or use of the goods by the buyer, the buyer shall obtain the same at its own expense and if necessary produce forthwith evidence of the same to the Company on demand. Failure to do so shall not entitle the buyer to withhold or delay any payment of the purchase price. Any additional expense or surcharges incurred by the Company resulting from such failure shall be for the buyers account.

11) **INSOLVENCY OF BUYER**

1. This clause applies if :

2. The buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of bona fide amalgamation or reconstruction Or;
3. An incumbrancer takes possession or a receiver is appointed of any of the property or assets of the buyer.
4. The buyer ceases or threatens to cease or carry on business Or;
5. The Company reasonable apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly.

2. If this clause applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer and if the goods have been delivered but not paid for the price shall become due and payable notwithstanding any previous agreement or arrangement to the contrary.

12) **WAIVER**

1. Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar exercise thereof anytime of times thereafter

13) **GOVERNING LAW**

Any contract to which these conditions apply shall be construed and take effect in all respects in accordance with English Law.