

# SPARLONZ PLASTICZ

## Terms and Conditions

### 1. GENERAL

All quotations are made and all orders are accepted subject to the following conditions. All conditions of the Customer or other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing. In these conditions "the Company" means Sparlonz Limited and "the goods" means the goods or services agreed to be purchased.

### 2. DELIVERY AND PRICES

All prices are unless otherwise stated quoted net ex works exclusive of VAT. Unless expressly stated otherwise in writing by the Company, the prices charged will be the prices ruling at the date of despatch of the Goods by the Company. Time for delivery is given as accurately as possible but is not guaranteed. The customer shall have no right to damages for failure for any cause to meet any delivery time stated, but if delivery of any Goods is delayed for more than 30 days through the fault of the Company (rather than any third party) the customer may cancel the contract as regards those Goods (and only those Goods) by notice in writing.

### 3. RISK AND TITLE

(1) Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods in all circumstances at the time when the Goods or a relevant part thereof leave the premises of the Company whether or not the Company provides or arranges transport and where the Goods are delivered by carrier.

(2)

(i) Title in the Goods or any part thereof shall pass to the Customer when payment in full therefore has been made or when the Company serves written notice upon the Customer specifying that title in the Goods or such part thereof has passed whichever shall be the earlier in time and the Customer shall permit any officer employee representative or agent of the Company to enter on to the Customer's premises and to repossess the Goods at any time prior thereto.

(ii) The Customer shall only be at liberty to use or sell the Goods agreed to be purchased from the Company prior to the passing of title on the condition that if the Customer does sell the Goods or any goods into which the Goods have been incorporated then the Customer will hold on trust for the Company so much of the proceeds of sale received by the Customer under contract which include any of the Goods either in their original or altered state as is necessary to discharge payment in full to the Company.

### 4. TERMS OF PAYMENT

Unless otherwise agreed by the Company in writing the terms of payment shall be 20<sup>th</sup> of the month following month of Invoice. The Company shall be entitled to

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submit its invoice with its delivery advice note or at any time after the originally due date for despatch. Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions. In the event of default in payment by the Customer the company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on any contract or contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the base rate of National Westminster Bank plc in force at the time when payment was due.

## Bad Debt Tooling – Take Back

If payment falls due from the customer to the company and the customer is unwilling or unable to pay for whatever reason, the customer shall forfeit any title in claim for tools/ moulds or stock that may be in the possession of the company in order to fulfil or part fulfil any debt owed.

## 5. SHORTAGES AND DEFECTS

(1)The Customer shall have no claim for shortages or defects apparent on visual inspection unless:-

- (i)the customer inspects the Goods and notifies the Company within one working day of arrival at its premises or other agreed destination and
- (ii) the company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

(2)No goods are to be returned to the Company unless by prior arrangement. All materials must be clearly labelled with the Customer's name and address, and a letter advising the Company of the reason for return shall be sent simultaneously.

### (3)Pallets

Where deliveries of Product are made on the Seller's returnable pallets the Buyer undertakes to keep such pallets in good condition and to make them available for collection by or on behalf of the Seller if requested.

### (4)Measurements

The Seller's measurements of quantity shall be accepted by the Customer.

## 6. LIABILITY

(1)The Company's sole liability in all circumstances whatsoever arising in tort, contract or otherwise in respect of short delivery or the supply of defective Goods or Goods not answering the contract description or quality shall be, at its option, to make up the quantity of Goods to the required level, or replace the goods in question with Goods of the quality and description required or to refund the purchase price therefore.

(2)Under no circumstances whatsoever shall the Company be liable for any Consequential loss of profits or damage to property suffered by the Customer arising out of the supply of the Goods.

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## 7. GOVERNING LAW

English Law will be applied to this Contract and the parties accept the exclusive jurisdiction of the English Courts.

## 8. BUYER'S DOCUMENTS

Buyer's documents, now or in the future , shall not supersede, add to or amend in any way this Contract regardless of any provision to the contrary in the Buyer's Documents and shall be regarded as being formally rejected by the Seller without notice or objection.

September 12<sup>th</sup> 2009