

THE TERMS AND CONDITIONS OF SALE

The term "the Company" as used in these Terms and Conditions of Sale shall mean Cadillac Plastic Limited, registered in England.

The term "the Customer" shall mean the individual firm or company to whom the quotation of the Company is addressed or with whom the Company makes the contract.

The terms "the goods" shall mean all goods, material, equipment and packaging supplied to the Customer, whether or not they are manufactured by the Company.

1. Acceptance

All quotations are subject to confirmation by the Company by way of issue of an acceptance of order form on receipt of the Customer's order and no contract shall be concluded unless the Customer's order has been so accepted by a duly authorised representative of the Company. All orders received by telephone, telegram or telex must be confirmed by both the Customer and the Company in writing. The Company reserves the right to cancel any contract at any time by giving notice in writing to the Customer.

2. Application of Conditions

- (a) All orders are accepted on the basis of these conditions subject only to amendments in writing signed by the Company's authorised representatives. No representations, warranties, guarantees or other statements not contained herein or in such amendments shall be binding on the Company and the Customer acknowledges that it has not relied on any such. Any general conditions of offer purporting to be offered on behalf of the Customer shall be deemed invalid and ineffective as a counter offer or otherwise unless specifically accepted in writing by the Company's authorised representative and the Customer shall be deemed to have accepted the Company's acceptance of order form. Where any such amendments or conditions of the Customer are accepted by the Company the variation to these conditions will apply only to the particular contract concerned.
- (b) The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer.

3. Price

- (a) All prices are subject to alternation at any time without notice, and in particular if, between the date of quotation and completion of any order, there is any increase in the cost of materials and/or labour, such increase will be charged to and payable by the Customer. Quotations are valid for acceptance only for a period of sixty days from the date of issue. Unless otherwise agreed, prices are exclusive of taxes and duties which will be added at the prevailing rate at the date invoice. Prices include the costs of packaging the goods in accordance with the Company's normal practice to protect against damage or deterioration under normal transport conditions. If any special packaging is required for particular goods, the Customer shall pay the costs of such special packaging.
- (b) Unless otherwise agreed with the Customer, and subject to sub-clause (c) and clause 6 hereof, prices include delivery by road transport within the UK except where the value of the contract does not exceed £500 when transportation costs will be charged to the Customer at cost.
- (c) Where goods are to be exported from the UK, sub clause (b) of this clause shall not apply and unless otherwise agreed and subject to clause 6 hereof prices quoted shall be F.O.B. UK port. Risk of loss shall pass to the Customer upon delivery F.O.B. UK port.

4. Payment

Unless otherwise agreed with the Customer invoices will be settled within thirty days from the date of the invoice. The Company shall be entitled, without prejudice to any other rights and remedies, to charge the Customer with interest at the rate of ten per cent (10%) per annum or two per cent (2%) above the National Westminster Bank plc base rate whichever is the greater on the amount of any delayed payment for the period of the delay until date of actual payment in full both before and after judgement.

If the Customer defaults in making any payments; or makes any voluntary arrangement 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 purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a Receiver is appointed, of any of the property or assets of the Customer; or the Customer becomes unable to pay its debts as they fall due then the Company may cancel any undelivered or uncompleted portion of the Contract and stop any goods in transit but the Company shall nevertheless be entitled to claim against the Customer in respect of any loss or damage sustained as a result of non-compliance with the Contract.

Without prejudice to the foregoing deliveries shall at all times be subject to the approval by the Company of the Customer's credit. The Company reserves the right even after partial performance of partial payment in connection with the Contract to require from the Customer satisfactory security for the due performance of the Customer's obligations. Refusal to furnish such security will entitle the Company to defer any further deliveries until such security is furnished or to cancel the Contract or so much of it as remains unperformed without prejudice to any rights which the Company may have against the Customer in respect of breach of contract or otherwise.

The Customer shall not be entitled to withhold or set-off payment for goods delivered for any reason whatsoever.

5. Property in the Goods

Unless otherwise notified in writing to the Customer, until the price shall have been paid in full together with any interest and all other sums due for the goods, the goods shall remain the property of the Company.

Until such time as the property in the goods has passed to the Customer the Company shall have absolute authority to retake, sell or otherwise deal with all or any part of the goods and for these purposes the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the goods are stored or kept or are reasonably believed to be so.

Notwithstanding the foregoing, until such time as property in the goods has passed to the Customer, the Customer shall, if so required by the Company, insure such goods to their full replacement value and procure that the interest of the Company is noted on the insurance policy and shall store the goods in such a way that they can be identified as the property of the Company. The Buyer shall also have the right to sell the goods but only if in such sale it shall not give any warranties or incur liability on behalf of the Company.

6. Delivery

The Company will make every effort to observe delivery dates but these are estimates only and the Company shall incur no liability for failure to observe them and such failure shall not entitle the Customer to treat the Contract as at an end. If the Company is delayed or prevented from delivering the goods due to any act or omission of the Customer or its agents, or if requested by the Customer, the Company may, without prejudice to any other rights or remedies, suspend performance or wholly or partially cancel the Contract or store the goods. The Customer shall pay the Company's reasonable storage charges and any extra expense incurred by the Company as a result of such act or omission. Any payment to be made by the Customer upon delivery shall be made as if such delivery had been completed on the date of the act, omission or request. Goods in storage under this clause shall be at the Customer's risk as regards all accidental or negligent loss damage or deterioration. If after a reasonable time the Customer shall continue to fail to accept delivery the company shall be entitled to sell the goods to another person, firm or company. Unless otherwise agreed, the chose of Shipping Agent, Line and Route will be made by the Company which will not be liable for any delay in delivery resulting therefrom. All Contracts are subject to any clauses which may at any time be incorporated by Shipping, Air, Railways, Road Transport or Contract Companies in their Orders and Conditions.

Without prejudice to the provisions of clause 8, any claims for shortages or damage must be made in accordance with the current "Conditions of Carriage" of the Carrier concerned. Any increase of airline or steamship freight and/or railway or road carriage rates and/or loss caused directly or indirectly to the Company by or in consequence of the operation of any such clauses is for the account of the Customer.

7. Risk of Loss

Except as otherwise provided in the Terms and Conditions risk of loss shall pass to the Customer on actual delivery of the goods.

8. Loss/Damage in Transit

Where the Company is responsible for transporting the goods then

- (a) Claims for loss or damage in transit will not be entertained if an unqualified receipt has been given by the Customer.
- (b) The Company will not be liable for damage to goods in transit unless the Customer has given notice thereof to the Carrier at the time of receipt and sends written notice of any loss or damage to the Company within three working days after delivery is made.
- (c) The Company will not be liable for short delivery of goods in transit unless the Customer has given notice thereof to the Carrier at the time of receipt and send written notice of any loss or damage to the Company within three working days after delivery is made.
- (d) The Company will not be liable for failure to deliver unless the Customer sends written notice of non-delivery to the Company within three working days after receipt of invoice.
- (e) The Company will not accept any other claim in respect of goods delivered unless it is made in writing by the Customer within ten days after receipt of goods.

9. Acceptance

The goods shall be deemed to have been accepted by the Customer three working days after delivery unless the Customer shall notify the Company in writing within that period of any breach of the conditions herein contained.

10. Warranties

Without prejudice to the provision of clause 8 hereof the Company warrants only that the goods shall at the time of delivery be free from defects in materials and workmanship. If the alleged defect exists the Company's sole liability is to at its option either repair or replace the defective goods in order to remedy the defect or refund the purchase price of the defective goods. The goods may only be returned to the Company if so agreed by the Company in writing and shall be returned at the Customer's own risk.

The Company's Certificate as to the quantity and quality of the goods returned shall be final. The Company reserves the right to impose any handling charge which it deems to be reasonable in respect of the goods returned. Claims in respect of alleged faulty goods shall not be a ground for withholding payments due to the Company.

The Company shall not be liable for any direct loss or damage whether arising out of breach of contract or the Company's negligence save as aforesaid nor shall the Company be liable for any indirect consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits, revenue or contracts). Without prejudice to the foregoing, the Company shall not be liable for any loss or damage arising from any alterations or modifications of such goods by the Customer and the Customer shall indemnify and hold harmless the Company with respect to any such loss or damage arising from any such alterations or modifications.

The Customer acknowledges that except as set out expressly in this clause all warranties, conditions or representations whether express or implied, statutory or otherwise and whether arising under the Contract or under any prior agreement or in oral or written statements made by or on behalf of the Company in the course of negotiations with the Customer or its representatives are hereby overridden and excluded to the fullest extent permitted by law.

11. Patents and Trademarks

If goods are supplied in accordance with the particular design or specification of the Customer, the Customer will indemnify and hold harmless the Company for any alleged patent infringements or infringements of trademarks or trade names or copyright or other intellectual property rights arising out of the manufacture use or sale of the goods.

12. Cancellations and Consignments

After acceptance of any order of the Customer by the Company, orders shall not be subject to cancellation without the consent of the Company. In the event that the Customer purports to cancel an order with the consent of the Company, as aforesaid, then, without prejudice to any other rights the Customer may have, the Customer will indemnify and hold harmless the Company against all direct, indirect and consequential loss or damage and shall, in particular, be bound to accept delivery of those goods produced or partly produced up to the date of cancellation and the Customer will also be liable to pay in full for the cost of any materials, tooling or equipment purchased specially for the manufacture of his order. If a Contract is entered into for delivery by consignments, no defect in or cancellation of any consignment shall affect the remainder of the Contract, each consignment being deemed to be a separate Contract.

13. Export

If the goods are to be exported, the Contract for the sale of the goods is subject to the ability of the Company to obtain all licences and necessary authorities in connection herewith within a reasonable period. The Customer will furnish all consular and customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon and the payment of any duties in relation to the importation of the goods.

14. Specification, Technical Data etc.

Any specifications, drawings, notes, instructions or other technical data of the Company furnished to the Customer shall be deemed to be incorporated herein by reference to the same as if fully set forth. The Company shall at all times retain title to all such documents and the Customer shall not disclose such to any party other than the Company or party duly authorised by the Company nor shall the Customer exploit any such for its own or any other persons benefit or advantage. Upon the Company's request, the Customer shall promptly return to the Company all such documents and all copies thereof.

15. Force majeure

Without prejudice to any other provisions hereof, the Company shall be absolved from any liability or responsibility for any delay in performance or failure to perform the Contract resulting from unforeseen circumstances or causes beyond the Company's control whatsoever including without limitation, strikes, lock-outs, labour troubles of any sort and whether at the Company's establishment or those of sub-contractors or suppliers, war, riot, civil commotion or disturbances, fire, inclement weather, flood, act of God, accident, shortage of fuel power, non-delivery, delay or non-performance of the Company's suppliers or sub-contractors, failure or breakdown of necessary components, restrictions or requests of Governments or similar authorities.

16. Waiver

No waiver either directed or by operation of law of any default in strict compliance with and performance of any provision or term of the Contract ("term") or any breach thereof on the part of the Customer shall be held or deemed to be a waiver of the subsequent failure or of strict compliance with the performance of each and every term of this Contract.

17. Company's Rights or Remedies

Any rights or remedies granted to the Company in these Terms and Conditions of Sale shall not be exclusive of, but shall be additional to, any other rights or remedies which the Company may have at law or in equity.

18. Governing Law and Jurisdiction

The Contract shall for all purposes be governed and construed in accordance with the laws of England and the Company and the Customer hereby submit to the jurisdiction of the English Courts.

19. Severance

Each of the terms in these Terms and Conditions of Sale shall be read and construed independently, separately and severally from the other terms herein contained and are considered by the parties to be reasonable in all the circumstances and if any of such terms shall be adjudged to be void and unenforceable then any such term shall be severed from the remainder of the terms contained herein which shall remain in effect notwithstanding such severance.

20. Notices

Any notices to be given hereunder shall be given in writing and addressed, in the case of notices to the Company at its registered office and in the case of notices to the Customer, to its principal trading address or to its registered office, if a company, and may be given by personal delivery or by post. In the case of personal delivery, notice shall be deemed to have been served upon delivery and in the case of delivery by post notice shall be deemed to have been served forty-eight hours after posting or in the case of deliveries from or to any country outside the United Kingdom, seven days after posting.