

# Terms and Conditions

These terms and conditions ("these conditions") apply to all contracts for the sale or provision of goods and (unless otherwise stated) services by Plas-tech Thermoforming Limited ("the Company") to any customer ("the Customer") and supersede and are to the exclusion of any terms and conditions previously used by the Company and any other understandings and arrangements with the Customer in respect of any goods or services. References to "we", "us", or "our" are to the Company. References to "you" and "your" are to the Customer.

## 1. SALES

All sales are final upon acknowledgement by the Company and no order or part thereof may be cancelled or modified by the Customer in any respect without the express written consent of the Company.

## 2. COSTS

All prices are ex works as set out in the quotation and order acknowledgement unless otherwise agreed in writing by the Company. The Customer shall be responsible for and pay all freight, shipping and insurance costs and charges for delivery beyond the stipulated FOB (Transfer of responsibilities) point. Any arrangements or service undertaken by the Company for such shipment and delivery will be rendered solely for the account of the Customer and any sums which the Company may advance in connection therewith may be added to the invoice for the material or separately invoiced to the Customer by the Company.

## 3. TAXES

Any and all sales, use, excise or any other tax imposed by any governmental authority arising out of, or relating to sale, or the material sold and delivered will be the sole responsibility of the Customer and is not included in the quote price. The Customer shall pay or reimburse for which the Company may be required to collect and the Company shall have the right to invoice or separately invoice the Customer for the amount of any such taxes. If the Customer is exempt from taxes otherwise applicable, a satisfactory certificate of exception must be presented to the Company before invoicing.

## 4. PAYMENT

Payment of the purchase price of any order, together with the amount of any taxes and / or freight, shipping or insurance costs included in the invoice will be due and payable in full to the Company, (in the absence of agreed payment terms between the Company and the Customer) strictly within 30 days from the end of the month in which the invoice was issued. Any payments not made in accordance with any agreed payment terms or (in the absence of agreed payment terms) within 30 days from the end of the month in which the invoice was issued shall bear interest on the unpaid balance at the rate of the current prime interest rate of the Bank of England, London plus 8%. If the Customer defaults on payment of any outstanding invoices, the Customer agrees to pay the Company cost of collection, including legal fees.

## 5. CREDIT AND PAYMENT DEFAULT

Sales on credit are subject in all cases to final approval of the Company at, or before the time of shipment of an order. The Company reserves the right upon notification of the Customer, to require from the Customer payment in full before the shipment is made, payment in cash for the full purchase price, or such amount thereof as the Company may determine, when in the judgement of the Company the Customer's financial condition is such that credit should not be extended. If the Customer fails to make any such cash payment requested by the Company, or if the Customer fails to make any payment when due, the Company may at any time refuse to deliver any part of the merchandise. All payments must be in cleared funds before delivery. Upon failure of the Customer to make any cash payment within ten days after written request, the Company may at its option, cancel the order or sell the whole or any part of the undelivered material ordered, without notice at public or private sale holding the Customer responsible for any deficiency. On cessation of trading with a Customer, whether by mutual agreement or otherwise, full cleared payment of all outstanding accounts must be received by the Company before any designs, tools, artwork, jigs, material or any other associated items will be released to the Customer regardless of any previous terms or agreements.

## 6. CHANGE OF CUSTOMER OWNERSHIP

The Customer shall promptly notify the Company of any changes in company ownership.

## 7. SHIPMENT AND DELIVERY

Any shipment or delivery times stated to the Customer are estimated only, based on the Company's scheduling requirements and are not guaranteed. The Company shall have no liability or obligation to the Customer or any other persons for any loss or damage of any kind arising out of any delay in making, or failing to make shipment or delivery of any order where such is the result of any act of God, strikes, lockouts, war, fire, breakdown of plant or machinery,

inability of the Company to receive or delay in receiving raw materials, request, order, or action any governmental agency or authority, or any cause of circumstance whether similar or dissimilar beyond the control of the Company. If by reason of any such cause or circumstance, the availability of material ordered is partially or wholly curtailed or if the Company shall otherwise be unable to make delivery then delivery may be either proportionally (the Company allocating its available supply among its Customers in such a manner as the Company deems fair and equitable) or wholly suspended and resumed upon removal of the impending cause; or the Company may cancel the Customer's order, or such part remains undelivered, without further obligation to the Customer.

#### 8. DAMAGED AND/OR DEFECTIVE GOODS

Any claims with respect to damage or defective material must be made to the Company in writing within seven days of Customer's receipt of such material.

#### 9 RETENTION OF TITLE

(a) The risk in the goods supplied to the Customer shall pass to the Customer upon delivery.

(b) All goods supplied to the Customer by the Company shall be stored by the Customer separate from the Customer's own goods in such a manner as the Company may from time to time direct for the purpose of enabling it to identify the goods the title to which has been retained under the written conditions of sale.

(c) If any of the goods are incorporated or used as material for other goods (the new goods) the property and the goods and the new goods shall belong to and remain with the Company until payment in full of all the sums due from the Customer to it and its rights in the goods hereunder shall extend to the new goods.

(d) The ownership of the property in the goods and the new goods shall remain with the Company which reserves the right to dispose of the same until payment in full and all of the sums due from the Customer to the Company on any accounts whatsoever or until such time as the Customer sells the goods in the form of new goods to its buyers by the way of a bona fide sale at the full market value on the basis that the proceeds of such sale shall be deemed to have been received by the Customer as the agent of the Company. The proceeds of such sale shall be paid by the Customer into a separate bank account details of which shall be furnished by the Customer to the Company upon request.

(e) The Customer's power of sale in respect of goods and the new goods shall automatically cease and the all sums payable in respect to goods supplied by the Company to the Customer will become immediately payable if the Customer is in default for a period exceeding seven days in payment of sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied to the Customer) or a Receiver or an Administrative Receiver is appointed over any of these assets of the Customer, or a Winding Up Order is made against the Customer or the Customer goes into voluntary liquidation (other than the purpose of a reconstruction or amalgamation) or calls a meeting or makes any arrangement or composition with its creditors (or being an individual or a partnership commits any act or bankruptcy) or allows distress to be levied against any of its goods.

(f) Upon determination of the Customer's power of sale hereunder the Customer shall deliver up the goods and the new goods to the Company and its servants and or/agents shall be entitled using such force as reasonably necessary to enter upon the premises of the Customer for the purpose of removing such goods and the new goods from the premises.

#### 10. JURISDICTION

These terms are to be governed by the laws of England and the Customer hereby agrees to submit the non-exclusive jurisdiction of the English courts.

#### 11. SOLE AGREEMENT

There are no understandings between the Company and the Customer with respect to these terms other than those set forth herein. No modification shall be binding, unless made in writing signed by the party to be charged and no waiver by either party of any required performance or default by the other of any terms and conditions hereof shall be deemed a waiver of any subsequent required performance or default

#### 12. CALL OFF SCHEDULES

Where a Customer requests that parts be delivered in line with a schedule of requirements, the Company may request, subject to minimum order quantities of raw materials requested by its suppliers and manufacturing economic batch quantities that the Customer underwrites any exposure to raw material or parts specifically bought in to produce the product that arises due to the scheduled total quantities of parts requiring less material than the quantity of material required as a minimum order.

### 13. TOOL TRANSFER

Where goods are manufactured using tools supplied by the Customer the Company is to be indemnified against any liability arising from any inadequacy or defect of the tooling supplied by the Customer. Any quotation to supply parts using tools that are transferred to the Company without prior inspection of the tools by the Company may be subject to review upon the receipt of tools.

### 14. LANGUAGE OF COMMUNICATION

The Company has a multinational Customer base, operating in global markets. Our language of business communication will be in English.

### 15. CUSTOMER PART APPROVAL PROCESS

A number of procedures to supply a part to be supplied by the Company are available. Subject to agreement by the Company the Customer should state the preferred procedure to be used.

### 16. TOLERANCES

The manufacturing tolerance for plastic products will be determined against set standards at design review, quotation or project initiation and agreed with Customer prior to tool manufacture and or product approval. Validation will be taken into consideration for the type of plastic, assembly tolerance, stack up, adjoining / mating parts and environmental conditions.

### 17. WARRANTY

Parts supplied by the Company are warranted free from defective workmanship and defective sheet plastic material used for the manufacturing operation for three years.

The materials used are warranted in accordance with the supplier's performance specification and warranty. Customers should ensure they are familiar with all aspects of performance and characteristics of materials in the finished part condition.

The Company will warrant parts which are to be the agreed specification and to the signed off master sample. It is the Customer's responsibility to ensure parts are fit for their application and meet their performance requirements. The Company are unable to accept responsibility for parts and their performance when they form part of an assembly designed and built by the Customer. The only warranty made by the Company is, at the Company's option either to supply a replacement item for any part which is shown to be improperly manufactured by the Company or to allow credit for such item at the original price charged by the Company. The Company's liability under this warranty shall in no event exceed the amount of the price charged for the part. No other warranties, express or implied, including any implied warranty or merchantability or fitness for any particular purpose, are to have been made by the Company. The Company will have no obligation or liability for any incidental or consequential damages of any kind. The Company will not be bound liable for loss in any manner for any representation or warranty made by person, contractors or third parties employed on behalf except as specifically set forth herein.

### 18. PRODUCT CHARACTERISTICS

The Company's Thermoformed parts should be evaluated in consideration of the process technology which causes moulded parts to have characteristics and features which are unique to the process. Customers should ensure that they are familiar with these characteristics and that parts supplied by the Company fully meet all aspects of these requirements. Whilst the Company will provide all technical, design and development support, it is not the Company's responsibility to ensure parts perform satisfactorily in an environment associated with the Customer's specialised application. Production samples are the key element in establishing the standard for all parts and the Company's supply warranty is based on the Customer and the Company each holding a signed off sample manufactured from the production material on production tools. The Company are manufacturers of moulded parts from plastic sheet. This process includes forming the plastic sheet (the forming and moulding operation) during this process the characteristics of the sheet may change by any of the following ways or by other unspecified phenomenon: Surface finish can change e.g gloss level can increase / decrease. Surface texture can change - grain stretch etc. Plastic moulded parts are not always dimensionally stable. Material gauge can decrease.

The material supplier's warranties do not automatically extend to the plastic sheet material when it is converted to a moulded part. The Company do not warrant parts affected by outside agencies or applications. Customers should ensure moulded / finished parts meet all their performance requirements for specific applications.

Particular consideration should be given to parts which could be affected by the following: UV Exposure, Impact performance, Flexural performance, Temperature stability at high and low temperature, Colour stability, Gloss stability, Surface texture stability, Storing or fixing in a stressed condition.

Fumes, chemicals (including oil and petrol) cleaning fluids, adhesives, spillages, heat, cold, salt water, UV and any other substances or conditions that may cause damage to the part or the material or any secondary applications etc.

The Company will be pleased to provide advice in any specialised areas and applications but will not be held accountable for any fault or failure arising from this advice, or loss monetary or otherwise.

#### 19. INDEMNITY

Where goods are manufactured and supplied to the Customers order and in accordance with any specification, designs and/or plans, drawings or other information from the Customer, the Customer shall indemnify the Company against all claims in respect of any loss, injury or damage sustained by any third party however caused after receipt of the goods and any royalties or other payments payable to a third party in respect of any patents or registered designs or other intellectual property or rights, which may be claimed against the Company and/or claims, expenses and costs in connection with any infringement or alleged infringement of any patents, registered designs or other intellectual property or rights claimed by a third party.

#### 20. NOTICES

Unless otherwise stated all notices and other communications must be in writing. In the case of the Company they must be signed on its behalf by a duly authorised officer or employee.

#### 21. CLAUSE SEVERANCE

If any term or condition is found to be invalid or unenforceable in whole or part for any reason then the remaining provisions shall continue in full force and effect and the provision or part in question shall be severed from the contract.

#### 22. HEADINGS

In this Agreement (except where the context otherwise requires) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement.