

TERMS AND CONDITIONS OF BUSINESS

1. Only these printed conditions, together with any written amendments and/or alterations authorised by AD Plastics Limited (the "Company") shall apply to this contract. In particular, no statement in any quotation shall form part of the contract unless specifically included.

The word "buyer" will be construed as an individual, firm, company, or corporation contracting with the company.

Formation of Contract

2. Quotations given by the Company are not offers capable of acceptance by the buyer. There shall be no binding contract until written acceptance of the buyers order by the Company has been despatched to the buyer.

Price

3. (a) Unless otherwise stated in writing all the prices quoted are ex-works and the buyer shall be charged extra with all packaging and delivery costs (if any).
- (b) All prices are subject to Value Added Tax and any other government duty or tax applicable and orders are only accepted for execution at the Company's prices ruling on the date of despatch. Increase in prices between the date of quotation (if any) and the date of despatch shall reflect any increases in the company's costs of materials, labour, transport, taxes and duties.
- (c) Any extra cost incurred by the Company on account of delays, interruptions or suspension of work due to default on the part of the buyer shall be added to the contract price.

Payment

4. Subject to satisfactory credit references being supplied prior to the delivery of the order, payment shall be due net cash within thirty days from the date of invoice or before delivery if required and in any case where instalment deliveries have been agreed, payment for each instalment shall be duly made within thirty days of the invoice date in respect of that instalment.
5. Non-payment on or before the due date, (time being of the essence) shall entitle the Company, without prejudice to any other rights, to
 - (a) Suspend any further deliveries of goods whether under this contract or any other
 - (b) to repossess the goods (the buyer granting the Company all necessary access) end
 - (c) to receive interest at the rate of 10% above Barclays Bank Ltd base rate for the first time being on the unpaid balance, whether before or after any Judgment.
6. The buyer shall not be entitled to delay payment of the price or any part thereof on the ground that it has a claim or set-off against the Company.

Risk

7. The buyer shall be liable for risks to goods from the time of delivery to the buyer, notwithstanding that title to the goods has not passed by virtue of Condition 8. The buyer should therefore insure the goods against the usual risks.

Title

8. The title in all goods supplied by the Company shall remain in the Company until payment for those goods has been made in full. In case of instalment deliveries, no title in any goods supplied pursuant to that order shall pass until payment has been made in full for that order.

Specification

9. (a) Unless otherwise agreed, this shall be a contract for sale by sample
- (b) It shall be the buyer's responsibility to satisfy itself that the sample is suitable in all respect for the buyer's purpose.
- (c) The Company shall be entitled to deliver and change for goods supplied with the usual production tolerances.
- (d) The buyer shall inform the Company by written notice of any special circumstances or conditions affecting or liable to affect the use of the goods.
- (e) Colour shall be subject to reasonable variation.

Tools

10. (a) Unless it has been agreed in writing between the Company and the buyer that the buyer shall pay full tool costs, all tooling shall remain the property of the Company.
- (b) Where it has been agreed between the Company and the buyer that the buyer shall pay the full costs, title in the tooling shall pass from the Company to the buyer only when payment for the tooling has been made in full by the buyer.
- (c) Until such time as title in tooling passes to the buyer, the Company shall have complete freedom to use any such tooling as its wishes and without restriction.
- (d) Where it has been agreed in writing between the Company and the buyer that the buyer shall pay part tool costs, the Company undertakes to keep any such toolings in good repair for a period any further contract placed by the buyer with the company involving the use of that tooling shall receive priority to others orders in respect of the use of that tooling
- (e) For the purpose of this condition 10 'full tool costs' means the total costs of design, development, manufacture, modification and supply together with all associated costs and reasonable profit charges incurred in connection herewith.
- (f) Should the buyer, at anytime, wish to remove the tool from the Company's possession, for any reason whatsoever, the buyer must give the Company at least one years notice in writing and have received acknowledgement from the Company. Before the buyer removes the tool, clauses 10(a) and 10(b) must have been fully satisfied, and an additional payment made to the Company calculated at 20% per annum of the contract price, calculated from the contract data to the date of removal, to cover the Company's storage, maintenance, handling insurance and all other incidental costs connected with the tool.

Intellectual property rights

Any specification, plans, drawings or designs supplied to the Company by the buyer in connection with the contract shall remain the property of the buyer and shall be treated as confidential by the Company, provided always that the buyer shall indemnify the Company against all damages, penalties, costs and expenses arising out of infringement of any intellectual property rights as the result of any work carried out in accordance with the buyer's specification and instructions.

Termination and suspension

11. The Company reserves the right by written notice to cancel any order:-
 - (a) If compelled to do so by reasons beyond the Company's reasonable control including but not limited to strikes, lockouts, accidents breakdown of plant or machinery of shortages or unavailability of raw materials or components (imported or otherwise) from normal sources or routes of supply.
 - (b) In the event of failure by the buyer to comply with any of its obligations under this contract, or
 - (c) If the Company is reasonable of the opinion that the buyer is not in a position to meet its commitments to the Company or (being a limited company) goes into liquidation other than voluntary liquidation for the purpose of amalgamation or reconstruction only or has a Receiver appointed of its undertaking or assets or a substantial part thereof. Any such suspension of delivery or termination of the contract by the Company shall be without prejudice to any other rights which the Company may have against the buyer.
12. The buyer shall be under no liability to the Company it, due to circumstances beyond its reasonable control it is prevented from or delayed in taking delivery of the goods or any part thereof at the due delivery date. Unless otherwise agreed by the Company the period of this contract shall not be extended nor shall subsequent deliveries during the unexpired portion of the contract be increased in size or frequency.