

Terms and Conditions

These Terms and Conditions govern the agreement with us and you, please read, sign, print name and date at the bottom as acknowledgement.

1. Definitions and Interpretations

- 1.1 "Agreement" means the agreement between us and you for the sale and purchase of goods all of which agreements incorporate these conditions.
- 1.2 "Goods" means the goods supplied by us to you.
- 1.3 "These conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by us with you.
- 1.4 "We us or our" means TRU Plastics Boston Limited. Our contact details are set out at condition 11 below.
- 1.5 "You or your" mean any person firm or company buying goods from us.
- 1.6 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.7 The headings in these conditions are for convenience only and will not affect their interpretation.

2. The agreement between you and us.

- 2.1 We intend relying upon these conditions. If there is anything you do not understand or agree with please call us before you place an order.
- 2.2 Neither we nor you shall be entitled to alter these conditions without the agreement of the other.
- 2.3 Our employees or authorised agents are not permitted to make any representations concerning the goods unless confirmed by us to you in writing. We can then avoid problems over what was agreed between us.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, pricelist, acceptance of offer, invoice or other document or information issued by us will be subject to correction provided that the correction does not materially affect the contract between you and us.
- 2.5 All orders for goods shall constitute an offer by you to purchase those goods from us pursuant to these conditions.
- 2.6 All specifications, dimensions, descriptions and illustrations contained in any sales literature, quotation or pricelist or other advertisement matter are intended merely to present a general idea of the goods that we sell. We reserve the right from time to time to make changes which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or the fitness for purpose of the goods you purchase from us.

3. The price and Payment

- 3.1 Unless otherwise stated the price for the goods shall be the price stipulated in our published price list current at the date of acceptance of your order.
- 3.2 The price is exclusive of any VAT which shall be due at the rate ruling on the date of our VAT invoice.
- 3.3 We may at your request supply a written quotation for the sale of goods to you. All quotations are open for acceptance for 30 days from the date of the quotation unless withdrawn by us during that period. (Drafting note: please ensure quotations also incorporate T&C's).
- 3.4 Provided you are not purchasing as a consumer we reserve the right to give notice to you at any time up to 7 days before delivery to increase the price of the goods to reflect any increase in the cost to us which is due to factors occurring after the making of the contract which are beyond our reasonable control (including without limitations, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs). Where we do this we may cancel the contract within 7 days of any such notice.
- 3.5 Payment of the price must be made on completion of work.
- 3.6 We may offer a prompt payment discount at any time. Any such discount given will be treated as been given at our discretion.
- 3.7 If for any reason you fail to make payment as required by these conditions, then with effect from the date of delivery of the goods to you, the balance of the price will bear interest at the rate of 4% per annum over the base rate of Barclays bank plc subject to a maximum level of 16% per annum.
- 3.8 If any bank charges are incurred as a result of failure for any reason of your paying bank to honour any payment made by you will reimburse us in full within 7 days of such charges being notified to you and any such sums shall constitute a debt payment immediately on demand.
- 3.9 If you fail to make a payment on the due date then without prejudice to any other remedies which have we may refer the matter for further action.
- 3.10 Payment of the price is of essence.

4. Delivery or collection of the goods

- 4.1 We will deliver the goods to the address specified by you provided that address is within the United Kingdom mainland.
- 4.2 We will at your request deliver the goods to an address or location within the UK mainland for collection by you provided you pay the charge for delivery referred to in condition 4.1 above.
- 4.3 We reserve the right to charge a reasonable fee for any delivery/collection/exchange that you cancel once a delivery date has been agreed. You must pay this to us before we will make any further attempt to deliver/collect/exchange the goods.
- 4.4 It is your responsibility to ensure your own availability to take delivery once a delivery date has been agreed. It is also your responsibility to ensure there is adequate access to the premises where the goods are to be delivered. If either you or someone on your behalf is not available to take delivery or if as a result of inadequate access for any reason we are unable to deliver the goods you will be required to pay a further delivery charge before any further attempt to deliver the goods is made. We reserve the right to retain all delivery charges once a delivery date has been accepted.
- 4.5 Any dates we give you for delivery of the goods are approximate only. We will do all that we can to meet any delivery date. In the event we are unable to do so we will contact you to agree an alternative date. The goods may be delivered by us in advance of any estimated delivery date upon reasonable notice.
- 4.6 We cannot be held responsible for any inconvenience or loss you suffer as a result of our failure to deliver on any estimated delivery date which could reasonably be considered to be outside our control.
- 4.7 The goods will be at your risk from delivery which shall be deemed to have taken place;-
- 4.7.1 If we have delivered the goods, when they are unloaded from our vehicle and (where reasonably practical) placed in the property specified by you or unloaded into the possession of your nominated carrier. Any such carrier will be deemed to be your agent.

5. Ownership of the goods

- 5.1 Ownership of the goods will not pass to you until we have received in cash or cleared funds payment in full of the price of the goods and VAT together with any delivery or other charges you are required to pay.

5.2 Where the contact between us for the sale and purchase of the goods has been cancelled for any reason the goods will become our property (where ownership has already been transferred to you) though you must take reasonable care of the goods until we have collected them from you

6. Bringing a claim

6.1 We ask that you inspect the goods as soon as reasonably possible after delivery. You must notify us within 24 hours of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. You must allow us an opportunity to collect and inspect the goods within a reasonable time after delivery and before you make use of the goods. If you fail to comply with these provisions the goods will be conclusively presumed to be in accordance with the agreement between you and us and free from any defect or damage which would be apparent on a reasonable examination of the goods and you will be deemed to have accepted the goods.

6.2 If the goods are not in accordance with the agreement between you and us for any reason we will make good any shortage, defect, damage or failure to comply with description or sample by replacing or repairing the goods. We undertake to do this causing as little inconvenience to you as possible. If you purchase goods as a consumer the rights set out in condition 6.3 will also be available to you.

6.3 If you purchasing the goods as a consumer then in addition to the rights available in condition 6.2 we will:-

6.3.1 As you request refund the price to you when we collect the goods (which we will do as quickly as reasonably possible)

6.3.2 We repair or replace the goods if you ask us to do so unless either it is impossible to do so or if (acting reasonably) we consider to do this would be excessive having regard to the value of the goods, nature of the defect and the extent of the inconvenience likely to be caused. If we decide not to repair or replace the goods for any of the reasons specified in sub clause 6.3.2 or, having undertaken to repair or replace the goods we fail to do this within a reasonable time, you can:-

6.3.2.1 require us to refund an appropriate amount of the price or

6.3.2.2 cancel the contract between us. Any reimbursement may be reduced to take account of the use of the goods since delivery

7. The extent of our liability to you

7.1 Where you purchase the goods as a consumer the provisions of conditions 7.2 apply in all other circumstances:-

7.1.1 Our liability to you whether for breach of contract or otherwise shall not exceed the price of the goods and we will have no liability for any direct loss and/or expense or indirect loss and/or expense suffered by you or any liability to 3rd parties incurred by you.

7.1.2 All warranties and conditions whether implied by statute or otherwise are excluded provided that nothing will restrict or exclude liability for death or personal injury caused by our negligence or affect the statutory rights of a buyer dealing as a consumer.

7.1.3 We will not be liable to you or deemed to be in breach of these conditions by reason of any delay in performing or any failure to perform any of our obligations in relation to goods, if the delay or failure was due to any cause beyond our reasonable control. The following shall be regarded as a non-exhaustive list of causes beyond our reasonable control:-

7.1.3.1 Act of God, explosion, flood, tempest, fire or accident;

7.1.3.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

7.1.3.3 Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

7.1.3.4 Import or export regulations or embargoes;

7.1.3.5 Strikes, lock outs or other industrial action or trade disputes whether involving our employees or those of any third party;

7.1.3.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

7.1.3.7 Power failure or breakdown in machinery.

7.2 Where you purchase goods as a consumer your statutory rights are unaffected by these conditions.

8. Insolvency

If you fail to make payment for the goods or if any distress or execution shall be levied upon any of your goods or if you offer to make any arrangement with your creditors or if any bankruptcy petition is present against you or you are unable to pay your debts as they fall due or if being a limited company any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed or if you shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. We may in our absolute discretion and without prejudice to any other rights in which it may have suspend all future deliveries of goods to you and/or terminate the contract without liability upon our part. By signing this account you accept personal liability for any debts owed to TRU Plastics Boston Limited.

9. Third Party Rights

The provisions of the Contracts (Rights of Third Parties Act) 1991 shall not apply to any agreement between us and you and the person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.

10. General

10.1 No waiver by us of any breach of these conditions shall be considered as a waiver of any subsequent breach of the same or any other provision of these conditions.

10.2 These conditions and/or contracts between us will be governed by and constructed in accordance with English law.

11. Contact details

11.1 Our principal place of business is at Unit 7 Industry Road, Carlton, Barnsley, S71 3PQ

11.2 You can contact us by writing to the business address given above, by email to barnsleytc@trusealplastics.co.uk or telephone on 01226 700 700.