

Terms and Conditions

Jack Coupe & Sons Limited t/a as Shildon Thermoplastics

1. Definitions

In these Terms and Conditions

“the Seller” means Jack Coupe & Sons Limited t/a Shildon Thermoplastics

“the Conditions” means the terms and conditions of safe set out in this document and any special terms and conditions agreed in writing by the Seller.

“the Delivery Date” means the date when the Goods are to be delivered, as specified by the Seller.

“the Buyer” means the person, persons, firm or company buying goods from the Seller

“Goods” means the items forming the subject matter of the Contract between the Seller and the Buyer

“Parties” means the Seller and the Buyer

“Order” means the Buyer’s written or verbal instruction to the Seller to supply the Goods.

“Acceptance of Order” means the written acceptance by the Seller of the Order.

“Contract” means the contract formed by the despatch of the Seller’s Acceptance of Order to the Buyer.

Nothing in these Conditions shall exclude or restrict the conditions implied by legislation from time to time in force.

Clause headings are for information only and shall not affect (nor be treated or interpreted so as to affect) construction of these Conditions.

2. Incorporation of Conditions

2.1 These Conditions are the only terms and conditions on which the Seller gives quotations or sells or supplies the Goods and (subject to the provision of this Clause 2) override any other verbal or written representations or terms or conditions stipulated, referred to or implied by the Buyer or the Seller its servants or agents whether in any order or in any document or in any negotiation or discussion, save so far as they are varied in accordance with Clause 2.2 hereof

2.2 No variation of these Conditions shall be effective unless made in writing signed by or on behalf of the Parties.

3. Acceptance of Orders

A Contract shall exist between the Parties upon and only upon the Seller despatching its Acceptance of Order and accordingly each Order when accepted in accordance with these Conditions constitutes a separate Contract between the Parties.

4. Payment

4.1 The Seller will invoice the Buyer at the time of despatch of the Goods and payment for the Goods shall be due within 30 days of the end of the month.

4.2 The Seller reserves the right to charge interest on payments outstanding after the due date for payment at the rate (both before and after judgement) of three percent per annum above Lloyds Bank Lending Rate for the time being in force or eight percent per annum whichever shall be the higher calculated on the outstanding balance (including interest) due from the due date for payment up to and including the date of payment by the Seller.

5. Force Majeure

The Delivery Date may be changed by the Seller during any period which he may be prevented or hindered from manufacturing, supplying or delivering by normal routes or means of delivery, the Goods covered by any Contract through any circumstances outside his control including but without prejudice to the generality of the foregoing Government intervention, strikes lockouts, and breakdown of plant, but during such period where the Seller is unable to reschedule a Delivery Date within 30 days of the original Delivery Date the Buyer shall, after having given to the Seller written notice of his intention to do so, be at liberty to purchase elsewhere, at his own cost and risk, such quantities of the Goods as may be necessary to cover his current requirements and irrespective of whether the Buyer makes any such arrangements as aforesaid or not the Seller shall not be under any liability arising out of his failure to deliver. On the resumption of deliveries so suspended they shall be taken by the Buyer at the same rate of Delivery as specified in the Contract, the period assigned to this Contract being extended by the period of non-delivery.

6. Delivery

6.1 Any Delivery Date specified by the Seller for Delivery of Goods is an estimate only and the Seller shall not be liable for failure to meet such estimates for any cost charges or expenses incurred as a consequence of such failure and accordingly the Buyer shall not be entitled to refuse to accept Goods merely because of such failure.

6.2 The Buyer agrees to supply information which the Seller may require to proceed with the Contract promptly and to accept the Goods on the Delivery Date specified in the Contract and to give any necessary instructions for Delivery accordingly.

6.3 Each Delivery shall be considered as a separate contract and the failure of any delivery shall not vitiate the contract as regards any other delivery.

6.4 If the Buyer fails to require the delivery of goods when Delivery falls due, the Seller shall be considered to have tendered and the Buyer to have refused to accept Delivery.

7. Disputes

7.1 These Conditions shall be governed by and construed in accordance with the laws of England and Wales.

7.2 All disputes arising out of or in connection with these Conditions and /or the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8. Suspension or Cancellation of Deliveries

If the Buyer shall fail to pay to the Seller on the due dates any sum payable under the Contract or, being an incorporated company, shall have a receiver, administrative receiver or administrator appointed, or pass a Resolution for winding up, or the Court shall make an Order to that effect, or not being an incorporated company shall have a receiving order made against him or enter into any composition or arrangement with his creditors or if the Buyer shall commit a breach of any obligation under the Contract the Seller may, without prejudice

to its other rights, either suspend or cancel further deliveries under the Contract and may also cancel other orders received from or delay or cancel any other deliveries to the Buyer or require payment in advance for all or any such deliveries.

9. Exclusion of Certain Conditions

9.1 Goods delivered under the Contract shall be of normal industrial quality unless specifically stated to the contrary. Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose except where specifically stated are excluded.

9.2 The Seller shall not be liable to the Buyer or any third party in respect of any loss or damage (whether direct or consequential) howsoever caused after receipt of the Goods by the Buyer.

9.3 The Seller shall not be liable for death or personal injury (caused otherwise than by the negligence of the Seller) to the Buyer or any third party.

10. Quality

If any Goods are alleged by the Buyer not to be of normal industrial quality, or not in accordance with the sample, he must give notice to the Seller of such complaint in writing within seven days of their receipt and, on being satisfied that any such complaint is justified, the Seller will replace the Goods free of cost.

11. Passing of Property and Risk to the Buyer

11.1 Upon Delivery of the Goods to the Buyer the risk shall pass but the Seller shall remain legal owner of them until such time as the Buyer shall have paid to the Seller the full price thereof. The Buyer acknowledges that until such time as payment has been made in full he is in possession of the Goods solely as bailee for the Seller and, if so required, shall store the Goods separately from his own goods and in such fashion as to be readily identifiable by the Seller.

11.2 The Buyer is hereby granted a licence by the Seller to process the Goods in such a fashion as it may wish and / or to incorporate the Goods in or use the Goods as material for other goods or products (“the New Goods”) subject to the express conditions that insofar as the purchase price of the Goods remains unpaid in whole or in part and if the Seller shall so require, the New Goods shall be separately stored and so marked as to be identifiable as being made from or with the Goods.

11.3 The Buyer is hereby licensed to sell on any New Goods and shall insofar as the purchase price of the Goods remains unpaid in whole or in part at the time of such sale hold the whole of the proceeds of such sale as agent of the Seller and shall not mingle any of the proceeds of sale with its own money or in any bank account with other monies, but shall ensure that all such receipts of sale are separate and identifiable. Moreover it shall immediately on receipt of the proceeds of sale remit to the Seller the full price of all Goods supplied under the Contract.

11.4 If the Buyer has not received the proceeds of any such sale, he will within 7 days notify the Seller and if called upon to do so, assign to the Seller any claim of any nature whatsoever against any third party to whom he has supplied the New Goods.

11.5 The Buyer shall impose upon any third party the same restrictions as are imposed upon the Buyer by this Clause 11.

11.6 At any time until the Goods have been paid for and without prejudice to any other remedies, the Seller or its agents shall be entitled immediately after giving notice of its intention to do so enter upon the premises of the Buyer with such transport as may be necessary and re possess any Goods to which it has title hereunder.

11.7 Nothing in this clause shall confer any right on the Buyer to return Goods supplied hereunder or to refuse or delay payment thereof, unless otherwise agreed in writing.

12. Notification of Loss or Damage to or Non Delivery of Goods

The Buyer must advise the Seller in writing (otherwise than by a qualified signature on the Carrier’s delivery note) within the following time limits:

12.1 Partial loss, damage or non delivery of any separate part of a consignment or part consignment 48 hours from time of despatch.

12.2 Non Delivery of whole consignment within 5 working days from date of despatch.

The Seller will decline to entertain claims unless the Buyer complies with the provisions of this Clause 12.

13. Currency

The price for the Goods should be paid in the currency specified on the invoice and should be paid to the credit of the amount specified therein.

14. Indemnity

14.1 The Buyer shall at all times indemnify the Seller in respect of all loss or damaged suffered by any person firm company or property and against all actions claims demands costs charges or expenses in connection therewith for which the Seller may become liable in respect of the Goods.

14.2 The Buyer shall indemnify the Seller against all actions claims demands costs charges and expenses arising from or incurred by reason of any infringement or use of alleged use of any letters, patent, trade marks, registered designs, copyrights or other intellectual property rights by the fabrication or manipulation of the Goods or any part thereof by the Seller in accordance with plans, drawings, models or other instruments of the Buyer.