



Multiplastics (Europe) Limited
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CONDITIONS OF SALE

1. GENERAL

In these conditions of sale the expression "the Company" shall mean Multiplastics (Europe) Limited. All contracts made by the Company shall be deemed to incorporate these Terms and Conditions. No variation or addition to them shall form part of any contract unless specifically accepted by the Company in writing, and they shall override and take the place of any other terms and conditions in any documents or other communications used by the Buyer in concluding the Contract with the Company

2. CONDITIONS

1. The price of the goods shall be the Company's price ruling at the date of despatch.
2. If any sum owed by the Buyer to the Company should be overdue for payment the Company may withhold any goods due for despatch to the Buyer under any Contract without prejudice to the Company's rights and the Buyers liability under such Contract.
3. The time quoted for delivery of the Goods shall not be the essence of the Contract and the Company shall not be liable for damages or expenses consequent upon any delay in the delivery of the Goods.
4. Should the Company be delayed or prevented from making delivery of the goods due to war, strikes, lockouts, fires, floods, explosions, trade disputes or shortages or due to any other cause whatsoever beyond the control of the Company, the Company shall be at liberty to cancel or suspend the order without incurring liability for any loss or damage arising there from.
5. The Company shall not be liable for any damage, discrepancy or shortage in the goods unless the Buyer notifies both the Company and the Carrier within 48 hours of the time of delivery of the Goods.
6. Other than stock items the Company cannot guarantee to deliver the exact quantity of Goods which the Buyer orders.
7. The Company's liability is limited to replacing defective Goods and is subject to receiving notice in writing of the defect within seven days after its discovery and to being satisfied upon examination that the goods are defective. The Company shall not be liable for loss, injury or damage of any nature whatsoever whether direct or consequential arising out of or in connection of any goods supplied.
8. The Buyer shall not rely upon any representation concerning any Goods supplied unless the same should have been made by the Company in writing.
9. The Company shall be under no liability for any loss or damage, however arising, resulting from the use or conversion of the Goods by the Buyer and the Buyer will indemnify the Company in respect of any claim by a third party for loss or damage resulting as aforesaid.
10. (a) Save as otherwise provided in these Conditions, the Goods shall remain the property of the Company until full payment has been received by the Company for the Goods and for all other goods and services which have been supplied by the Company to the Buyer at the time of full payment for the Goods. Until property in the Goods passes, the Customer shall:
 - (i) keep the Goods in its capacity as a bailee for the Company;
 - (ii) store the Goods separate and distinct from all property of the Buyer or other persons at no expense to the Company;
 - (iii) label and mark the goods to show clearly that the Goods are the sole property of the Company and not the Buyer or any other person;
 - (iv) keep the Goods insured against theft and all forms of loss, damage and destruction, and hold all sums paid by the insurers under such insurance on trust for the Company. The Company shall be subrogated (without the need for further documentation) to the Buyer's rights against the insurers in respect of all claims against the insurers in respect of the Goods.
- (b) Before the property in the Goods has passed to the Buyer, the Company may give notice to the Buyer terminating the Contract, in which case the Buyer shall re-deliver the Goods to the Company at the Buyer's expense. In such cases, the Company may at any time without notice take possession of and sell any Goods in respect of which title has not passed and for this purpose the Company, its servants and agents are irrevocably authorised to enter the premises on which the Goods are situated and to recover the same. If the Company sells the Goods so recovered, it shall give the Buyer credit for the sum received by it in excess of the sum due from the Buyer to the Company in respect of the Goods and all the costs of recovery and sale of the Goods.
- (c) The Buyer, as principal, may dispose of the Goods in respect of which property has not passed in the ordinary course of its business (but any warranties, conditions or representations given or made by the Buyer to any person shall not be binding on the Company which shall be indemnified by the Buyer in respect thereof).
- (d) If the Buyer incorporates Goods in respect of which title has not passed (with the addition of its goods or the goods of others) or uses such Goods as material for other products (with or without such additions); the property in such other products including the final product is upon such incorporation or use and by that event immediately and automatically transferred to the Company and the Buyer will store the same for the Company in a safe and proper manner without charge to the Company and shall maintain records sufficient to enable the manufactured product and the Goods incorporated therein to be identified. The provisions of sub-clauses (b) and (c) shall apply mutatis mutandis to those other products save that the Company shall not be under any duty to obtain the best price for the Goods.
- (e) If the Goods in respect of which title has not passed (whether or not incorporated into other products or used as material for other products) are sold by the Buyer, the Buyer shall in its fiduciary capacity as agent for the Company hold all proceeds of the sale thereof in trust for the Company and in a separate bank account to be opened by the Buyer and at the Buyer's expense for the sole purpose of receiving such proceeds and shall be accountable to the Company in respect thereof. On the opening of the account, notice of the purpose for which the account is to be used shall be given to the bank at which the account is opened.
- (f) The Buyer hereby assigns to the Company (without the need for further documentation) all rights and claims which the Buyer may have against any other person in respect of the sales referred to in sub-clause (e) above until full payment has been received by the Company in respect of the Goods. Nothing contained herein shall affect any other rights the Company may have against such persons.
- (g) In the absence of evidence to the contrary all Goods supplied by the Company which are in the possession of the Buyer shall be deemed to be the property of the Company to the extent of all sums owed by the Buyer to the Company.
11. No variation, alteration by or waiver of these Conditions shall be of any effect unless made in writing and signed by a Director of the Company. The Company is not bound any warranty or representation other than as contained in these Conditions.
12. The Contract is governed by English Law and the Company and the Buyer shall submit to the jurisdiction of the English Courts.