



Conditions for Sale of Goods to Businesses*

* **PLEASE NOTE:** You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a private individual (not a business customer) then different terms and conditions apply. Please click here for the **Terms & Conditions for Sale to Consumers** which are also available in the **FOOTER** and **DOWNLOADS** sections of our website(s) and/or on request from our sales staff.

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Agreed Terms

1. About us

- 1.1 Company details.** **PLASTIC SOLUTIONS (ALDRIDGE) LTD (we and us)** is a company registered in England and Wales and our registered office and main trading address is at Merchants Way, Aldridge, Walsall, West Midlands, WS9 8SW UK. We also operate as **Glampsan**, a trading division, and these terms also apply to those sales. Our VAT number is GB 104 9283 24. Our company number is 07466483. We operate the websites www.plasticsol.com and www.glampsan.com.
- 1.2 Contacting us.** To contact us telephone our customer service team on 0800 334 5742. UK landline and international contacts are +44 (0)1922 716725 or email sales@plasticsol.com. How to give us formal notice of any matter under the Contract is set out in clause 15.2.

2. Our contract with you

- 2.1 Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 Language.** These Terms and the Contract are made only in the English language.
- 2.4 Your copy.** You should print a copy of these Terms for future reference.

3. Placing an order and its acceptance

- 3.1 Placing your order on our website(s).** If placing an order via our website(s) please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.
- 3.11 Correcting input errors.** Our online order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 3.12 Acknowledging receipt of your website order.** After you place an online order on one of our websites, you will receive an automated email from the webshop acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.2 Placing your order by telephone.** A verbal order may be placed during a phone call. This may be an order based on an existing phone conversation or an order referring to a previous written exchange of emails and quotations. The verbal order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

3.3 Placing a written order. If placing a written order this may be by post or by email.

3.4 Accepting your order. Our acceptance of your order takes place when we send a confirmation email to you to accept it, at which point the Contract between you and us will come into existence.

4. Our goods

4.1 The images of the Goods on our websites, product sheets and on printed material are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the print copy or your computer's display of the colours accurately reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.

4.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our sites may have minimal tolerance variations.

4.3 The packaging of your Goods may vary from that shown on images on our site.

4.4 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5. Return and refund

5.1 You confirm that you are trading as a business and accordingly there is no right to cancel this contract.

5.2 If you have an issue with the goods supplied then this should be raised with us within 7 (seven) days of the Delivery being effected.

6. Delivery, transfer of risk and title

6.1 Subject to stock availability, online orders are generally despatched within 2 (two) working days of receipt of order and payment. For verbal and written orders we will communicate lead-times. If you are a credit account holder your account status may be considered. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 14 for our responsibilities when this happens.

6.2 Delivery is complete once the Goods have been collected by you, collected by your designated transport company, or unloaded at the delivery address set out in your order, and the Goods will be at your risk from that time.

6.3 You own the Goods once we have received payment in full, including of all applicable delivery charges. If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods.

However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery or offloading instructions, or because you failed to have suitable equipment available to offload, or any other instructions that are relevant to the supply of goods.

- 6.4 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods. We shall repay you the price you paid for the Goods after deducting reasonable storage, insurance, restocking and selling costs and any shortfall between the resale price and the price you paid for the Goods as well as the costs of haulage.
- 6.5 In the event that you request redelivery of the goods then this may attract additional delivery costs. We may charge you additional sums if you don't give us information we've asked for about how we can access your property to provide the product or delivery service, or if you don't do preparatory work to prepare for the goods, as agreed with us. For example, if there is no-one available to accept or offload a delivery our hauliers may need to abort the initial attempted delivery and will incur extra costs by returning on another vehicle or with extra manpower at a rescheduled date.

7. International delivery

- 7.1 We can arrange to deliver to countries outside Great Britain and Ireland (**International Delivery Destinations**). We will quote for such delivery. However, please be aware that there are restrictions on some Goods for certain International Delivery Destinations.
- 7.2 If you order Goods for delivery to an International Delivery Destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 7.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

8. Price of goods and delivery charges

- 8.1 **For online orders** the prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered. **For verbal or written orders** the prices of the Goods will be as quoted on our order confirmation.
- 8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

- 8.4 The price of the Goods does not include delivery charges. **For online orders** our delivery charges are as advised to you during the online check-out process, and before you confirm your order. Otherwise, the delivery charges will be as stated on our order confirmation. Please see clause 6.4 and clause 6.5 for charges relating to failed or aborted deliveries.
- 8.5 We sell a large number of Goods through our websites. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is unmistakeable and obvious and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

9 How to pay

- 9.1 We accept credit and debit cards, SagePay, BACS and PayPal.
- 9.2 When checking out online and for first time customers, payment for the Goods and all applicable delivery charges is in advance. Credit account customers who have filled out a credit account application form and who have passed relevant financial checks may have agreed credit terms, which we will confirm in writing.

10. Manufacturer's guarantee

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to a manufacturer's guarantee provided with the Goods.

11. Our warranty for the goods

- 11.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.
- 11.2 We provide a warranty that on delivery and for a period of 12 months from delivery, the Goods shall:
- (a) subject to clause 4, conform in all material respects with their description; and
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be fit for any purpose held out by us.
- 11.3 Subject to clause 11.4, if:
- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11.2;
 - (b) we are given a reasonable opportunity of examining the Goods; and
 - (c) we ask you to do so, you return the Goods to us at your cost,
- we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 11.4** We will not be liable for breach of the warranty set out in clause 11.2 if:
- (a) you make any further use of the Goods after giving notice to us under clause 11.3;
 - (b) the defect arises as a result of us following any drawing, design or specification you supplied;
 - (c) you alter or repair the Goods without our written consent;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, accidental damage, negligence, or abnormal storage or working conditions; or
 - (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 11.5** We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 11.2 to the extent set out in this clause 11.
- 11.6** Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.
- 11.7** These Terms also apply to any repaired or replacement Goods supplied by us to you.
- 12 Our liability: your attention is particularly drawn to this clause**
- 12.1** References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2** We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.
- 12.3** Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 12.4** Subject to clause 12.3, we will under no circumstances be liable to you for:
- (a) any loss of profits, sales, business, or revenue; or
 - (b) loss of business opportunity; or
 - (c) loss of goodwill; or
 - (d) any indirect or consequential loss.
- 12.5** Subject to clause 12.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.

13. Termination

- 13.1** Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
 - (b) you fail to pay any amount due under the Contract on the due date for payment;
 - (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 13.2** Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 13.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Events outside our control

- 14.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 14.2** If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.3** You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 60 days. To cancel please contact us. If you opt to cancel, you will return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including delivery charges.

15. Communications between us

- 15.1** When we refer to "in writing" in these Terms, this includes email.
- 15.2** Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. General

16.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

16.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

16.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

16.6 Governing law and jurisdiction. The Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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