Terms and Conditions

These terms together with the documents referred to by it set out the whole agreement for the sale of goods purchased from Plytech UK Ltd. Please ensure you have read and understand these terms as you will be bound by them once you order any products. These terms will apply to all contracts made between us including future contracts, unless an amendment of these terms is notified to you. Your attention is drawn in particular to the provisions of Clause 9. If you do not understand any term, please contact Us before ordering. Plytech UK Ltd (We, Us and Our) is a private limited company registered in in England and Wales under number 02460071 and Our registered office and main trading address is Unit 4, 26 Marsh Green Road West, Marsh Barton Industrial Estate, Exeter, Devon EX2 8PN. Our VAT number is GB665 2459 15. We can be contacted by phone on 01392 454 810 or by email to sales@plytech.co.uk. Plytech.co.uk (Our Website) is a site operated by Us.

1. Interpretation

In these Terms: a "Consumer" means a person who is not dealing in the course of their business; "Contract" means any contract between Us and You for the sale and purchase of the Goods incorporating these Terms; "Goods" means the goods (or any part of them) set out in the Order; "Order" means your order for the Goods; "Terms" means these terms and conditions; "We", "Us" and "Our" means Plytech UK Ltd; "Working Day" means every day of the year except weekends and English bank holidays; and "You" and "your" means the person, firm or company ordering Goods subject to these Terms.

2. Basis of Sale

2.1 These Terms apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, subject to any variation under Clause 2.2.
2.2 Any variation to these Terms and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised employee. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this clause shall exclude or limit Our liability for fraudulent misrepresentation.
2.3 The Order constitutes an offer by You to purchase the Goods in accordance with these Terms and all orders are subject to acceptance by us. Our acceptance may be subject to a satisfactory credit check. It is your responsibility to carefully read the details in the Terms or on the Order and to ensure they are complete and accurate before You commit yourself to the Contract. If You think that there is a mistake, please ensure You ask Us to confirm any changes in writing.
2.4 The Contract will relate only to those Goods whose dispatch we have confirmed in Our written acceptance of the Order or Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate written acceptance of the Order or Dispatch Confirmation.
2.5 Orders cannot be amended or withdrawn without Our prior written agreement.
2.6 Any quotation is given on the basis that no Contract shall come into existence until We dispatch an acknowledgement of the Order to You. Any quotation is valid for a period of 30 days only from its date, provided that We have not previously withdrawn it.
2.7 The quantity and description of the Goods shall be as set out in Our quotation or acknowledgement of the Order.
2.8 While We will use reasonable endeavours to verify the accuracy of any samples, drawings, or advertising We issue, and any descriptions or illustrations contained in Our catalogues or brochures, these are issued or published solely to provide You with an approximate idea of the Goods they describe. They do not form part of the Contract or any other contract between You and Us for the sale of the Goods.

3. The Goods

3.1 We warrant to You that any Goods purchased from Us are of satisfactory quality and reasonably fit for all the purposes for which Goods of the kind are commonly supplied.
3.2 You should inspect your Order as soon as it is delivered. Be aware that by installing the Goods (or having them installed) at any time after delivery of the Goods, You are certifying that they are complete and undamaged.
3.3 We shall not be liable for a breach of the warranties in Clause 3.1 unless:
a. You give written notice (including by email to Our email address), together with photographic evidence (which may be submitted to a mobile telephone number which we shall supply upon request), of the defect to Us, and, if the defect is as a result of damage in transit to the carrier, within 48 hours of the time when You discover or ought to have discovered the defect; and
b. We are given a reasonable opportunity after receiving the notice of examining such Goods and You (if asked to do so by Us) return such Goods to Our place of business at your cost for the examination to take place there.
3.4 You acknowledge that You are responsible for:
a. ensuring all instructions, handbooks, notices and warnings provided with Goods are properly understood and complied with at all times by all persons using the Goods or working within close proximity to them;
b. complying with all applicable regulations and legislation;
c. ensuring that where applicable suitably qualified tradesmen are engaged to install Goods purchased from us.
3.5 We shall not be liable for a breach of the warranties in Clause 3.1 if:
a. You make any further use of such Goods after giving notice in accordance with clause 3.3;
b. the defect arises because of your failure to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice;
c. the defect arises as a result of Us following any drawing, design or specification supplied by You;
d. You alter or repair such Goods without the Our written consent; or
e. the defect arises as a result of fair wear and tear, wilful damage, negligence by You or any third party, or abnormal working conditions.
3.6 Subject to Clauses 3.2, 3.3, 3.4 and 3.5, if any of the Goods do not conform with the warranties in Clause 3.1 please notify Us and We shall at Our option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if We so request, You return the Goods to Us at your expense.
3.7 If We comply with Clause 3.6 We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in clause 3.1.
3.8 Except as set out in these clauses, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
3.9 These Terms apply to any repaired or replacement Goods supplied to you.

4. Consumer Rights

4.1 Nothing in these Terms shall exclude or restrict the legal rights You have as a Consumer. The warranty in Clause 3.1 is in addition to your legal rights as a Consumer in relation to Goods which are faulty or which otherwise do not conform with these Terms.
4.2 Consumers can obtain advice about their legal rights from their local Citizens' Advice Bureau or trading standards office.

5. Delivery

5.1 Delivery shall be completed on the Goods' arrival at the location set out in the Order or such other location as the parties may agree at any time.
5.2 Any dates specified by Us for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time, unless there are exceptional circumstances.
5.3 Subject to the other provisions of these Terms We shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Our negligence), nor shall any delay entitle You to terminate or rescind the Contract unless such delay exceeds 180 days.
5.4 If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, or We are unable to deliver the Goods on time because You have not provided appropriate instructions, documents, licences or authorisations:
a. risk in the Goods shall pass to You (including for loss or damage caused by the Our negligence);
b. the Goods shall be deemed to have been delivered; and
c. We may store the Goods until delivery, whereupon You shall be liable for all related costs and expenses (including storage and insurance).
5.5 If You have not taken delivery of the Goods within two weeks of Our notifying You that they are ready, We may, after giving You reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods.
5.6 We may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle You to repudiate or cancel any other Contract or instalment.
5.7 The quantity of any consignment of Goods as recorded by Us on despatch from Our place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.
5.8 We shall not be liable for any non-delivery of Goods (even if caused by Our negligence) unless You give written notice to Us of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received. Our liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. Risk and Title

6.1 The Goods will be your responsibility from the time of delivery.
6.2 Ownership of the Goods will only pass to You when We receive in full payment (in cash or cleared funds) of all sums due for the Goods including delivery charges or any other products and all other sums which are or which become due to Us on any account.
6.3 Until ownership of the Goods has passed to You, You shall:
a. hold the Goods on a fiduciary basis as Our bailee;
b. store the Goods (at no cost to Us) separately from all other goods of yours or any third party in such a way that they remain readily identifiable as Our property;
c. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
d. maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On request the Buyer shall produce for Us the policy of insurance.
6.4 You may resell the Goods before ownership has passed to You solely on the following Terms:
a. any sale shall be effected in the ordinary course of your business at full market value and You shall hold such part of the proceeds of sale as represent the amount owed by You to Us on behalf of Us and You shall account to Us accordingly; and
b. any such sale shall be a sale of Our property on your own behalf and You shall deal as principal when making such a sale.
6.5 Your right to possession of the Goods shall terminate immediately if:
a. You have a bankruptcy order made against You or You make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of You or notice of intention to appoint an administrator is given by You or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of You or for the granting of an administration order in respect of You, or any proceedings are commenced relating to the insolvency or possible insolvency of You; or
b. You suspend, threaten to suspends, cease or threaten to cease to carry on all or substantially the whole of its business.
c. You suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against You, or fails to observe or perform any of your obligations under the Contract or any other contract between Us and You, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or You cease to trade; or
d. You encumber or in any way charge any of the Goods.
e. You (being an individual) die or, by reason of illness or incapacity, are incapable of managing your own affairs or become a patient under any mental health legislation.
6.6 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Us.
6.7 You grant Us, Our agents and employees an irrevocable licence at any time to access and enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.
6.8 Where We are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, You shall be deemed to have sold all goods of the kind sold by Us to You in the order in which they were invoiced to You.
6.9 On termination of the Contract, howsoever caused, Our (but not your) rights contained in this condition shall remain in effect.

7. Returns

7.1 Returns are not accepted by Us except where you are entitled to return goods in accordance with your Statutory Rights.

8. Price and Payment

8.1 Unless otherwise agreed by Us in writing and except in cases of obvious error, the price of the Goods and Our delivery charges will be as quoted in Our price list published on the date of delivery or deemed delivery.
8.2 The price for the Goods shall be exclusive of any value added tax (VAT) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts You shall pay in addition when it is due to pay for the Goods. If You order Goods from Us for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
8.3 VAT is chargeable at the prevailing rate in the UK and at the prevailing rate on all goods shipped to EC countries unless customers provide their VAT/tax number on headed paper or an official document. When a user in an EC country, other than the UK, provides a valid VAT number then the 'Total Exc. VAT' applies.
8.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced due to the large number of products we sell. We will normally check prices as part of Our dispatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our order form, We will normally, at Our discretion, either contact You for instructions before dispatching the Goods, or reject the Order and tell You. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by You as a mis-pricing, We do not have to provide the Goods to You at the incorrect (lower) price.
8.5 We may invoice You for the Goods on or at any time after the completion of delivery. You must pay the invoice in pounds sterling within the number calendar days of the date as specified on the invoice. Time for payment shall be of the essence. No payment shall be deemed to have been received until We have received cleared funds.
8.6 For telephone Orders payment for the Goods must be by credit or debit card. We will not charge your credit or debit card until we dispatch your order.
8.7 All payments payable to Us under the Contract shall become due immediately on its termination despite any other provision. You shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or Counter claim which You may have or allege to have or for any other reason whatsoever. We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to Us by You against any amount payable by the Us to You.
8.8 If You fail to pay Us any sum due pursuant to the Contract We shall reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. If your purchase is not connected with a business, You shall be liable to pay interest to Us on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis until judgment, and after judgment you shall be liable to pay interest to Us at the current County Court Interest Rate.

9. Limitation of Liability

9.1 Nothing in these Terms shall limit or exclude Our liability for:
a. death or personal injury caused by Our negligence or that of Our servants, agents or employees;
b. fraud or fraudulent misrepresentation;
c. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
d. defective products under the Consumer Protection Act 1987;
e. any matter in respect of which it would be unlawful for Us to exclude or restrict liability; or
f. any deliberate breaches of these Terms by Us that would entitle You to terminate the Contract.
9.2 Subject to Clause 9.1:
a. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the purchase price of the Goods; and
b. We shall not be liable to You, whether in contract, tort (including negligence or breach of statutory duty), or otherwise, for any loss of profit or indirect or consequential loss whatsoever (howsoever caused) arise out of or in connection with the Contract.
c. You will indemnify Us in respect of any liability, loss, claim or proceeding whatsoever arising whether under Statute or at Common Law in respect of any damage to property or the death of or injury to any person caused by or by the use of any Goods sold by Us to You unless in the cases of death or personal injury only, such death or injury shall be proved to have been caused by Our negligence or that of Our employees.
9.3 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

10. General Conditions

10.1 Events beyond Our control. We shall not be liable to You where performance of any of Our obligations to You is prevented, frustrated or impeded by acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or any other cause not within Our reasonable control.
10.2 Assignment and subcontracting. The Contract between You and Us is binding on You and Us and on Our respective successors and assigns. You shall not be entitled to assign the Contract or any part of it without Our prior written consent, which We will not withhold unreasonably. We may assign the Contract or any part of it to any person, firm or company.
10.3 Notices. Any notice (or other communication) given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail. Notice will be deemed received and properly served 1 Working Day after an e-mail or fax is sent or the second Working Day after posting on after the date of posting of any letter. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
10.4 Severance. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms shall not be affected and shall remain in force.
10.5 Waiver. Failure or delay by Us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. If We do waive a default by You, that will not mean that We will automatically waive any subsequent default by you. No waiver by Us of any of these Terms shall be effective unless We expressly say that it is a waiver and We tell You so in writing.
10.6 Without prejudice. Each right or remedy of ours under the Contract is without prejudice to any other right or remedy of Us whether under the Contract or not.
10.7 Third party rights. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
10.8 Variation. We have the right to revise and amend these Terms from time to. You will be subject to the policies and Terms in force at the time that You order Goods from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify You of the change to those policies or these Terms before We dispatch your Order (in which case We have the right to assume that You have accepted the change, unless You notify Us to the contrary within seven Working Days of receipt by You of the Goods).
10.9 Governing law and jurisdiction. These Terms shall be governed by English law and We both agree to the non-exclusive jurisdiction of the English courts.