

# Advanced Plastic Technology

subcontract plastic engineering services  
components - assemblies - fabrications

Advanced Plastic Technology Ltd.  
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## STANDARD TERMS & CONDITIONS OF SALE (page 1/2)

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### **Quotations & Orders**

A confirmation will be sent to you for each order and this represents our acceptance of the order.

Our quotations are based on information available to us at the time of quotation. There may be changes in material availability, material pricing, or factory loading, or there may be errors or omissions made by us in preparing our quotation. As such, we reserve the right not to accept any order and you will be informed if this is the case.

### **Delivery**

Your order confirmation will specify our expected delivery date and we will make an honest and sincere effort to meet the planned delivery date. However delivery or despatch dates cannot be guaranteed and we can not accept any liability arising either from early or from late delivery.

### **Order Amendments & Cancellations**

You may request to change, cancel, vary or put on hold any or all orders that have been placed with us. We reserve the right to invoice you for all costs, charges and expenses incurred as a result of the amendment or cancellation. In addition, we reserve the right to charge an order amendment/cancellation fee of £50.

### **Quality, Drawings, Tolerances, Manufacturing Methods & Construction Details**

We aim to provide products that meet our customers' requirements. We do this by using a quality management system that conforms to the requirements of ISO 9001. Our quality control procedures are designed to achieve AQLs for major and minor defects that meet common manufacturing norms. If you have any critical quality characteristics then you need to identify them on your drawings so that we can put in place enhanced inspection procedures.

Notwithstanding any tolerances specified on a drawing, all goods manufactured with CNC equipment are subject to the accuracy limit of the machine used. Goods manufactured with line bending, drape forming, or any other secondary operations are subject to the reasonable accuracy limits inherent in the relevant processes.

Where drawings do not specify a manufacturing method or specific construction details, we reserve the right to manufacture the goods to suit our production processes.

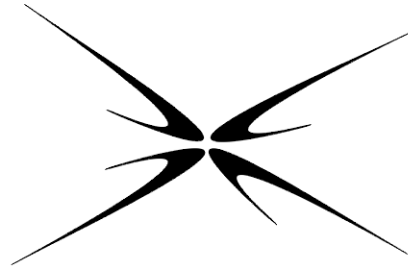
Where any welding, bonding or mechanical fixing is used, this will be done by trained staff to a professionally competent standard. Where no methods, materials or techniques are specified, we will use our judgement as to what is suitable given the information you have supplied to us. However, it is your responsibility to ensure that the joining techniques employed will be suitable for your particular application.

Where customers supply a computer-generated file for direct loading into a CNC machine, due care will be taken to ensure that the file will run as anticipated. We can not be held liable for mistakes, errors or processing problems inherent in or caused by the customer supplied file.

### **Fitness for Purpose**

All goods manufactured by us are to customers' own specifications. It is the customers' responsibility to ensure that the design of the goods, the materials used and the manufacturing processes employed are all suitable for the contemplated application and fit for purpose.

Any advice or technical assistance which we may give with regard to installation, use, or performance of goods supplied by us must be accepted as given in good faith and to the best of our knowledge and skill but without any liability on our behalf.



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## STANDARD TERMS & CONDITIONS OF SALE (page 2/2)

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### Warranty & Time Limit For Raising Disputes

All products are offered with a warranty on material and on the standards of workmanship. All orders are inspected before despatch. Production batches are inspected using an ISO 9001 approved sampling process.

Should any product prove to be defective owing to faulty material or bad workmanship, it will be repaired or replaced free of charge. The time limit for any claim for a material defect is 24 months. The time limit for any claim for bad workmanship is 90 days.

Repairs or replacements will be supplied as quickly as is practical in the circumstances, taking into account the availability of material and the manufacturing processes involved.

### Damages and Shortages

All claims for damages or shortages must be made within seven days of receipt of goods.

### Liability Limitations

All orders placed with us have the following liability limitations:

- for whole goods supplied by us our liability is limited to the amount paid by you for our goods
- where you have engaged us to supply a manufacturing service to either free issue raw materials or to free-issue semi-manufactured items our liability is limited to the value of our services
- we accept no liability for any consequential loss suffered by you or any other party.

Any exceptions to this must be agreed in writing with a director of APT.

### Credit Accounts & Credit Account Settlement

We offer trade credit for 30 days from the date of invoice. Terms are strictly nett. We reserve the right to set credit limits, increase, decrease or withdraw credit facilities at any time without advance notice.

Invoices must be paid either by bank transfer into our account or by cheque to the address shown on the invoice.

### Interest Charges for Late Settlement

In accordance with The Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002 we reserve the right to charge interest on late settlement at the legally specified rate of 8% above the Bank of England reference rate. We also reserve the right to compensation for debt recovery costs in accordance with the legislation that is in force.

### Value Added Tax (VAT)

Prices exclude VAT. The rate of VAT charged is the rate in force at the tax point.

### Force Majeure

In no circumstances will we be liable for any breach of contract due to lockouts, strikes, industrial disputes, shortage of materials, delays in transit, accidents, unforeseen hindrances or any cause outside our control.

### Ownership of Goods

Ownership on the goods or products shall not pass to the customer until full payment is received by us, and we retain the right to enter upon any property of the customer where goods are standing and to retake possession thereof.

These conditions are the Contract and shall be subject to and construed in accordance with English laws.