

Terms and Conditions of Sale

Contract	The contract will be made between TH Plastics and the Customer/Purchaser upon acceptance of TH Plastics in writing of a purchase order placement (by oral or written confirmation) by the customer /purchaser and there on the two parties will be bound. There will be no binding modification of these conditions upon TH Plastics unless otherwise stated or agreed to in writing by a TH Plastics associated director. Unless otherwise agreed, no further terms, conditions or warranties made by the customer shall be formed as part of this contract by implication or by any deviating wording within the customer's purchase order, or howsoever else. The customer is unable to withdraw from this contract of purchase unless agreed formally by both TH Plastics and the customer.
Title	The goods remain the property of TH Plastics until all invoices are settled in full.
Quotes	All quotes are excluding VAT and are valid for 30 days. TH plastics will inform the customer if the costs increase by 10% over the original quote. The quotes are based on the customers' requirements; the buyer is responsible to ensure the quote meets the customer's needs.
Pricing	Prices quoted within this proposal are subject to alterations to basic national wage, cost in consumables and equipment, and/or market variation. Every effort is taken to maintain prices quoted; however, TH Plastics reserve the right to execute orders at current list pricing at time of delivery. Unless otherwise stated, pricing quoted by TH Plastics are ex works and packing.
Carriage	Unless stated TH Plastics' prices are ex-works. TH Plastics will arrange delivery of goods by its own courier service or a third-party carrier to the delivery destination outlined by the customer at order placement, at the expense of the customer, after which an invoice will be raised to cover such delivery. TH Plastics retain the right to deliver goods in instalments where necessary.
Lead times	TH Plastics strive to maintain agreed delivery schedules but will not be held liable if this fails to meet expectation, regardless of the cause, and whether it is under TH Plastic's control or not. Loss of production or downtime as a result of unmet lead times will not be responsibility of TH Plastics.
Sizes	All sizes quoted are as per the manufactures' specification. TH Plastics cannot be held responsible for changes in specification. It is the customer's responsibility to confirm sizes are correct and space is available.
Payment	Our payment terms are strictly 30 days end of month. Other terms MUST be agreed before the start of any works. Failing to meet stage payments could result in delays surrounding delivery or commissioning.
Loss Consequence	TH Plastics are not liable to the customer in relation to any consequential loss or damage (inclusive of profit loss), for which the customer may incur for any reason relating to TH Plastics.
Termination	Should the customer fail to fulfil established payment of any amount relating to this agreement, beyond the agreed due date or if the customer breaches any respect of provisions contained within this agreement, TH Plastics reserve the right to suspend or cancel all further deliveries until corrective action is made.
Force Majeure	TH Plastics will be released from their responsibility for total or partial non-fulfillment of their liability within this contract in case of force-majeure circumstances, such as: fire, flood, earthquake, war or invasion (declared or not), an act of God or Government, industrial action, civil unrest, or any event beyond TH Plastics' control, that follow after agreement of the contract. Should the duration of Force-Majeure circumstances be more than 5 months, each Party will be entitled to refuse further fulfillment of the contract and neither Party will have the right to request any compensation on losses from the other.
Law & Jurisdiction	The contract is to be governed, formed, and understood in accordance with English Law. TH Plastics and the customer accept non-exclusive authority of the English Court in relation to disputes involving this contract.
VAT	Pricing within the quotation excludes value added tax at the current, appropriate rates.
Warranty	TH Plastics offers a minimum 12-month warranty on all goods sold, unless otherwise agreed in writing. TH Plastics will replace any non-cosmetic defective parts. All other incidental cost will be charged to the customer. Exclusions to the warranty are listed below: <ol style="list-style-type: none">1. The warranty doesn't cover consumable items such as, but not limited to gaskets, seals, filters, sensors etc.2. Cosmetic appearance and deterioration due to climatic conditions.3. Goods that have been repaired / serviced by non-qualified personnel, and not to the manufacturer's standards.4. Any ancillary equipment connected to the goods, or modification of goods that were originally supplied.5. Guarantees are under the condition that that non-routine service work is conducted or supervised by TH Plastics approved engineers.