

Terms and Conditions

October 2024

1. Application of Conditions

1.1 These Terms and Conditions ("Conditions") apply to all transactions between Harold Fisher Plastics Ltd ("HFPL") and the Buyer and/or Purchasing Company. By placing an order or accepting a quotation from HFPL, the Buyer agrees to these Conditions, unless otherwise agreed in writing by an authorised representative of HFPL.

1.2 These Conditions take precedence over any other terms and conditions before these.

2. Basis of Sale

2.1 All orders, quotations, and agreements between HFPL and the Buyer must be confirmed in writing by HFPL.

2.2 HFPL reserves the right to increase prices before delivery to reflect unforeseen increases in costs beyond its control, such as fluctuations in foreign exchange rates or changes in material and labour costs. Any changes requested by the Buyer may also result in price adjustments.

2.3 Orders accepted by HFPL cannot be cancelled without prior written consent. If HFPL agrees to a cancellation, the Buyer will be liable for all costs incurred, including lost profits, materials, labour, and other related expenses.

2.4 HFPL's employees or agents are not authorised to make any binding representations unless confirmed in writing by HFPL.

3. Delivery

3.1 Delivery dates are estimates unless specifically agreed in writing. Failure to meet delivery dates does not entitle the Buyer to cancel the contract.

3.2 If the Buyer fails to accept delivery, HFPL may store the goods at the Buyer's risk and expense, and delivery will be deemed to have taken place.

3.3 Each delivery of goods is treated as a separate contract. Failure to deliver an instalment does not entitle the Buyer to cancel subsequent deliveries.

4. Inspection and Shortages

4.1 The Buyer is responsible for inspecting goods on delivery. Any visible damages or shortages must be reported in writing within three days of receipt.

4.2 If the Buyer fails to inspect and report within this time frame, HFPL is not liable for any damages or shortages.



5. Defective Goods

5.1 If any goods are defective upon delivery, the Buyer must notify HFPL in writing within three business days. HFPL will replace or refund the defective goods but will not be liable for any further claims related to defects.

5.2 Goods cannot be returned without prior written authorisation from HFPL. Returned goods deemed defective will either be replaced or refunded at HFPL's discretion.

6. Payment

6.1 Invoices will be issued upon delivery, or when goods are ready for collection. The Buyer must pay invoices by the end of the month following the date of invoice unless otherwise agreed.

6.2 HFPL reserves the right to revoke credit terms if it deems the Buyer's creditworthiness unsatisfactory, requiring cleared payment before further deliveries.

7. Tooling Ownership and Responsibility

7.1 If the Buyer provides tooling for the manufacture of goods, that tooling remains the property of the Buyer but will be retained by HFPL for the duration of the contract. If the Buyer ceases to do business with HFPL, they are responsible for all costs related to stock, work-in-progress, and any bespoke bought-in goods related to their orders. HFPL will retain possession of the tooling until these costs are agreed and paid in full.

7.2 HFPL reserves the right to apply a tooling surcharge for the maintenance, servicing, or modification of any tooling, jigs, or fixtures related to the Buyer's products in the event of the buyer ceasing to do business with HFPL.

8. Buyer's Default

8.1 If the Buyer fails to make payment on the due date, HFPL may suspend deliveries, cancel orders, or charge interest on the outstanding amount at 2% above the National Base Rate until payment is received in full.

8.2 HFPL may also cancel the contract or suspend deliveries if the Buyer breaches these Conditions, becomes insolvent, or if HFPL reasonably believes any of these events are likely to occur.

9. Retention of Title

9.1 Ownership of the goods does not pass to the Buyer until payment is made in full. Until then, the Buyer must hold the goods as a bailee, store them separately, and insure them.

9.2 If the Buyer sells the goods before making full payment, the proceeds from the sale must be held in trust for HFPL.

10. Limitation of Liability

10.1 HFPL's liability for defective goods is limited to replacement or refund of the defective goods' value.

10.2 HFPL is not liable for any indirect, economic, or consequential losses, including loss of profit or business.

11. Confidentiality

11.1 The Buyer must treat all information regarding HFPL's business and products as confidential and not disclose it to any third party without written consent from HFPL. This obligation survives the termination of the contract.

12. Force Majeure

12.1 Neither party will be liable for failure to fulfil their obligations due to circumstances beyond their control, such as natural disasters, strikes, or acts of war.

13. Governing Law and Jurisdiction

13.1 This contract is governed by English law, and both parties agree to submit to the exclusive jurisdiction of the English courts.