

TERMS & CONDITIONS

1. All sales are final upon acknowledgement by PRIMEX Plastics Limited and no order or part thereof may be cancelled or modified by the customer in any respect without the express written consent of PRIMEX Plastics Limited. By placing an order with PRIMEX you are accepting our terms and conditions.
2. The price of any order is subject to increase to the extent of increase in cost of manufacture between the date of the order and the date of delivery.
3. All prices are delivered prices, unless otherwise agreed in writing by PRIMEX. The customer shall be responsible for and pay all freight, shipping and insurance costs and charges for delivery beyond the stipulated FOB point. Any arrangements or service undertaken by PRIMEX for such shipment and delivery will be rendered solely for the account of the customer and any sums which PRIMEX may advance in connection therewith may be added to the invoice for the material or separately invoiced to the customer by PRIMEX.
4. Any and all sales, use, excise or other tax imposed by any governmental authority arising out of, or relating to the sale, or to the material sold and delivered will be the sole responsibility of the customer and is not included in the quoted price. The customer shall pay or reimburse PRIMEX for any such tax that PRIMEX may be required to collect, and PRIMEX shall have the right to add to the invoice or separately invoice the customer, for the amount of any such taxes. If the customer is exempt from any taxes otherwise applicable, a satisfactory certificate of exemption must be presented to PRIMEX before invoicing.
5. Payment of the purchase price of any order, together with the amount of any taxes and/or freight, shipping and insurance costs included in the invoice, will be due and payable in full to PRIMEX on the terms specified on the order acknowledgement and/or invoice. All goods will be invoiced based on date of despatch. Any payments not made in a timely manner shall bear interest on the unpaid balance at the rate of the current prime interest rate of Wells Fargo, London plus 2%. If the customer defaults on payment of any outstanding invoices, the customer agrees to pay PRIMEX costs of collection, including legal fees.
6. Sales on credit are subject in all cases to final approval of PRIMEX at, or before, the time of shipment of an order. PRIMEX reserves the right, upon notification to the customer, to require from the customer before shipment is made, payment in cash of the full purchase price, or such amount thereof as PRIMEX may determine, when in the judgement of PRIMEX the customer's financial condition is such that credit should not be extended. If the customer fails to make any such cash payment requested by PRIMEX, or if the customer fails to make any payment when due, PRIMEX may at any time refuse to deliver any part of the merchandise except against payment in cash. Upon failure of the customer to make any cash payment within ten days after written request, PRIMEX may at its option, cancel the order or sell all or any part of the undelivered material ordered, without notice, at public or private sale, holding the customer responsible for any deficiency.
7. The customer shall promptly notify PRIMEX of any changes in company ownership.
8. Any times for shipment of delivery stated to the customer are estimates only, based on PRIMEX' scheduling requirements and are not guaranteed. PRIMEX shall have no liability or obligation to the customer or any other person for any loss or damage of any kind arising out of any delay in making, or failure to make, shipment or delivery of any order where such is the result of any act of God, strikes, lockouts, war, fire, breakdown of plant or machinery, inability of PRIMEX to receive or delay in receiving raw materials, request, order or action of any governmental authority or agency, or any other cause or circumstance, whether similar or dissimilar, beyond the control of PRIMEX. If by reason of any such cause or circumstance, the availability of the material ordered is partially or wholly curtailed or if PRIMEX shall otherwise be unable to make delivery, then delivery may be either proportionately (PRIMEX allocating its available supply among its customers in such manner as PRIMEX deems fair and equitable) or wholly suspended and resumed upon removal of the impending cause; or PRIMEX may cancel the customer's order, or such part as remains undelivered, without further obligation to the customer.
9. The only warranty made by PRIMEX is, at PRIMEX' option, either to supply replacement items for any material which is shown to have been improperly manufactured by PRIMEX or to allow credit for such item at the price charged by PRIMEX. PRIMEX' liability under this warranty shall in no event exceed the amount of the price charged for the material. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE BY PRIMEX. THE COMPANY WILL HAVE NO OBLIGATION OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. PRIMEX will not be bound or liable in any manner for any representation or warranty made by any person, except as specifically set forth herein.
10. Any claims with respect to damaged or defective material must be made to PRIMEX in writing within seven days after customer's receipt of such material.
11. Goods remain the ownership of PRIMEX Plastics Limited until full financial settlement has been made. PRIMEX has the right to recover any goods from the customer should they default on payments and to charge all costs incurred, including haulage, legal etc, to the customer in such an event.
12. These terms are to be governed by the laws of England and the customer hereby agrees to submit to the non-exclusive jurisdiction of the English courts.
13. There are no understandings between PRIMEX and the customer with respect to these terms other than those set forth herein. No modification shall be binding, unless made in writing signed by the party to be charged and no waiver by either party of any required performance or default by the other of any terms and conditions hereof shall be deemed a waiver of any subsequent required performance or default.

14. Bank Account Details: Bank: Wells Fargo
Sterling - BACS: Sort Code: 40-51-33 Account No: 08486036
- CHAPS: Sort Code: 16-56-71 Account No: 08486036
Euro - IBAN: GB 79 PNBP 1656 7108 4861 66 Account No: 08486166 SWIFT: PNBPG2L
US Dollar - IBAN: GB 76 PNBP 1656 7108 4860 26 Account No: 08486026 SWIFT: PNBPG2L