

MORE THAN PLASTIC LIMITED

**TERMS AND CONDITIONS OF SALE
FOR WINDOWSKINS® BESPOKE GOODS AND SERVICES**
1. Interpretation

1.1 In these Conditions:-

- "Buyer" means the person, firm, company, corporation or public body who accepts a quotation or offer from the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.
- "Seller" means More Than Plastic Limited, a registered company in England, Number 9174455.
- "Conditions" means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
- "Goods" means the goods which the Seller sells to the Buyer under these Conditions.
- "Services" means any services provided to the Buyer under these Conditions.
- "Contract" means the contract for the purchase and sale of the Goods and/or supply of Services under these conditions.
- "Quotation" means the quotation for the Goods and/or Services provided to the Buyer by the Seller whether written or oral.
- "Order Confirmation" means the acknowledgement of the Quotation provided by the Seller to the Buyer.
- "Business Day" means any day other than a Saturday, Sunday or public/bank holiday.
- "Recipient" means the person, firm, company, corporation or public body to whom the Goods are delivered upon the Buyer's instructions when it is not the Buyer.
- "Writing" includes letters, facsimile transmissions and electronic emails.
- 1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Application of Conditions

- 2.1 The Buyer accepts that these Conditions shall apply to all Contracts for the sale of Goods and Services by the Company to the Buyer to the exclusion of all other terms and conditions, including any terms or conditions which the Buyer may purport to apply and any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase the Goods and/or Services pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the Seller and Buyer) shall be inapplicable unless agreed in writing and signed by an authorised person on behalf of the Seller and on behalf of the Buyer.

3. Deposit and Contract

- 3.1 Quotation will be deemed to be an offer to the Buyer to purchase the Goods and/or Services in accordance with these Conditions. The Contract is made when the order is accepted by the Seller (by issue to the Buyer of an Order Confirmation) and a 30% deposit has been paid by the Buyer to the Seller.
- 3.2 The Buyer must ensure that the terms of the Quotation and any applicable specification are complete and accurate. If the Buyer wishes to amend any aspect of the information the Buyer has given, the Buyer must contact the Seller immediately. Although the Seller will use reasonable endeavours to implement any such amendment which the Buyer requests, the Seller cannot guarantee that it will be able to do so after the Order Confirmation has been issued. If such amendment changes any other aspect of the Quotation (for example the price) and the Seller is able and willing to amend it, then the Seller will send the Buyer a new order Confirmation.
- 3.3 All quotations are, unless agreed otherwise in writing, valid for 30 days only or until earlier acceptance by the Buyer after which a time they may be altered by the Seller without giving notice to the Buyer.
- 3.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application, suitability or fitness for purpose for use of the Goods which is not confirmed in writing by the Seller, is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendations which is not so confirmed.

4. Cancellation and Deposit

Upon payment of a 30% deposit, any subsequent cancellation prior to installation and final payment renders the deposit non-refundable. This does not affect the rights granted to the Buyer as outlined by the 30-Day Money-Back Guarantee (clause 12).

5. Provision of the Goods and Services

- 5.1 The Seller reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 5.2 Where a Quotation is based upon information supplied by the Buyer, the Buyer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Buyer's responsibility.
- 5.3 The Seller's policy of continuous advancement and improvement determines its right to change specifications and/or prices without notice.
- 5.4 All intellectual property rights (including but not limited to copyright) arising from the creation of Goods by the Seller shall remain the property of the Seller and the Buyer shall not reproduce the Goods without the prior consent of the Seller.

6. Price of Goods and Services

- 6.1 The price of the Goods shall be the price set out in the Order Confirmation or (where the price is not referred to in the Order Confirmation) as set out in the Quotation, or (where no price has been quoted or a quoted price is no longer valid) the price calculated by the Seller.
- 6.2 The Seller reserves the right to increase the price of the Goods and/or Services to cover:
- 6.2.1 Any change in quantities or specification of the Goods and Services which are requested by the Buyer.
- 6.2.2 Any delay caused by any instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 6.2.4 The costs of additional work carried out by the Seller to be able to provide the Goods and/or perform the Services.
- Any applicable value added tax or other applicable sales tax or duty and such sums shall be added to the price accordingly.

7. Terms of Payment

- 7.1 No order submitted by the Buyer shall be deemed accepted until a deposit amount of 30% of the quoted price has been received and cleared. Upon receipt of payment, an Order Confirmation will be issued by the Seller.

- 7.2 The final balancing payment shall be made either prior to delivery of the Goods, or immediately afterwards.
- 7.3 The goods shall remain the property of the Seller until complete payment has been received and cleared.
- 7.4 No terms of credit shall be offered, and these Conditions should not be seen to constitute such.
- 7.4 Methods of payment include:
Credit and debit cards The Seller accepts most major credit and debit cards. Payment is taken over the telephone to ensure compliance with PCI DSS Regulations. DO NOT send details via letter, email or facsimile. A pro-forma invoice can be issued upon the Buyer's request.
PayPal The Seller will issue the Buyer with a payment request via PayPal to the Buyer's registered email address. A pro-forma invoice can be issued upon the Buyer's request.
Bank Transfer (BACS) The Seller will issue a pro-forma invoice with payment references and Seller's banking details.
- 7.5 All payments shall be made to the Seller in Pounds Sterling.

8. Delivery

- 8.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place specified in the Buyer's order.
- 8.2 Any dates quoted for delivery are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused.
- 8.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 8.4 If the Buyer fails to take delivery of the Goods or any part of them on the delivery date and/or fails to provide any instructions, documents, licenses, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Clause 9.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and re-delivery charges arising from such failure.

9. Risk and Property

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:-
(a) the Seller's premises, and after installation services have been provided or
(b) in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cleared payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 9.3 Until such time as the property in the Goods passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller

10. Warranties, Liabilities and Indemnity

- 10.1 The Seller will within a period of 3 years from the date of delivery of Goods and from the date of provision of Services, in respect of Goods and/or Services which are proved to the reasonable satisfaction of both parties to be damaged or defective, or not comply with the agreed specification due to defects in material, workmanship or design (other than a design made, furnished or specified by the Buyer), repair, or at its option, replace such Goods, and/or re-perform or at its option, refund the price of such Services.
This obligation will not apply where:
10.1.1 the Buyer has improperly used the Goods in any way whatsoever, or the Goods have been subjected to misuse, unauthorised repair, damage, negligence, adverse weather conditions and/or alteration; or
10.1.2 the Buyer has not complied with any instructions as to the use and care of the Goods in all respects; or
10.1.3 the Buyer has failed to notify the Seller of any problem or suspected problem within 14 days of noticing the defect.
- 10.2 Any repaired or replacement Goods or re-performed Services will be liable to repair or replacement (or re-provision or, at the Seller's option, refund) under the terms specified in Clause 10.1 for the unexpired portion of the 3 Year period from the original date of delivery of the replaced Goods or from the original date of provision of the re-performed Services.
- 10.3 The Seller will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
10.3.1 any breach by the Seller of any of the express or implied terms of the Contract;
10.3.2 any of the Goods and/or Services (including, but not limited to, any use made by the Buyer of any Goods, or of any product, incorporating any of the Goods), or the manufacture or sale or supply, or failure or delay in supply, of the Goods and/or Services by the Seller or on the part of the Seller's employees, agents or sub-contractors;
10.3.3 any non-fraudulent statement made or not made, or advice given or not given, by or on behalf of the Seller.
- 10.4 The Seller hereby excludes to the fullest extent permissible in law, all express (other than those set out in the Contract) or implied, statutory customary clauses, warranties and stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 10.5 The Buyer acknowledges that the above provisions of this Condition 10 are reasonable and reflected in the price which may be higher without those provisions, and the Buyer will accept such risk and/or insure accordingly.
- 10.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control.

- 10.6.1 Act of God, explosion, flood, tempest, fire or accident.
 10.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition.
 10.6.3 Acts, restrictions, regulations, bylaws, prohibition of measures of any kind on the part of any governmental parliamentary or local authority.
 10.6.4 Import or export regulations or embargoes.
 10.6.5 Strikes, lockout or other industrial actions or trade disputes (whether involving employees of the Seller or a third party).
 10.6.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
 10.6.7 Power failure or breakdown in machinery.
 10.6.8 Default of suppliers or sub-contractors.
- 10.7 The Buyer agrees to indemnify, keep indemnified and hold harmless the Seller from and against all direct, indirect or consequential loss (all three of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, damages, claims, demands, proceedings or legal costs and judgments which the Seller incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Buyer of any of the terms of the Contract.
- 11. Defective Goods**
- 11.1 If on delivery any of the Goods are defective in any material respect, the Buyer must give written notice of such defect to the Seller within 14 days of such delivery and the Seller shall at its option:-
 (a) repair or replace the defective Goods; or
 (b) refund to the Buyer the price for the goods which are defective; but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as aforesaid.
- 11.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion, the Seller shall refund or credit to the Buyer the price of such defective Goods, but the Seller shall have no further liability to the Buyer.
- 11.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 11.4 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.5 Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.
- 11.6 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with their use by the Buyer.
- 12. 30-Day Money-Back Guarantee**
- 12.1 The buyer is granted the option to trial WindowSkins® for a period of 30 days from the date of installation, given the following conditions:
 12.1.1 The WindowSkins® have been installed by the Seller
 12.1.2 Full and complete payment has been made
 12.1.3 The contract value is no greater than £500
- 12.2 The Buyer may, subject to the limitations as outlined in clause 12.1, be provided a full refund for the purchase price paid, given the following conditions:
 12.2.1 At least 30 days have passed since installation.
 12.2.2 The Buyer has notified us in writing of their wish for a refund within 14 days from the date of the 30-Day trial expiring.
 12.2.3 All WindowSkins® Panels, excluding steel tapes, have been returned to the Seller in an undamaged and reusable condition
 12.2.4 The Seller has been provided adequate opportunity to collect, at their own expense, the WindowSkins® Panels from the Buyer, within 14 days of written notification of the Buyers request for a refund.
- Furthermore, the Buyer accepts that the purchase price paid is in relation to the cost of the WindowSkin® Goods and standard installation service costs and does not include any additional costs associated to the repair or refurbishment of the Buyers Windows, Window Frames, Paintworks, or any other non-standard preparation, the cost of which will be borne by the Buyer
- 12.3 The Seller agrees that upon satisfaction of clauses 12.1 and 12.2, a full refund will be made to the Buyer, within 5 working days, at which point the Seller shall have no further liability to the Buyer
- 12.4 The Buyer accepts that the installation of WindowSkins® requires the affixing of white steel tapes to the Buyers Window Frames using a powerful adhesive. Furthermore, the buyer agrees that:
 12.4.1 removal of these steel tapes, and any adhesive residues shall be at the Buyers own expense;
 12.4.2 the Seller shall not be held liable for any damage or subsequent repair costs incurred as a result of the removal of the steel tapes;
 12.4.3 there is no obligation for the Seller to remove the Steel Tapes;
 12.4.4 The seller is released of any future obligation of warranty, guarantee or liability
- 13. Summer Storage, Clean and Polish Services**
- 13.1 Should the Buyer wish to make use of the Sellers WindowSkins® storage facilities, the Buyer accepts that the Seller will not be held liable for any scratch damage occurring to any WindowSkins® panel during the removal, (un)packaging and/or transportation. The Seller will however, attempt to repair or remedy any such damage on a goodwill basis.
- 13.2 The Seller agrees, upon payment of an agreed fee from the Buyer (which may be waived at the Sellers discretion), to provide the following service to the Buyer:
 13.2.1 The Seller will, at a pre-agreed time, collect the Buyers WindowSkins® from the Buyers original installation address, remove them from their fixings, pack them for storage and transport them to the Sellers Summer Storage facility
 13.2.2 Store the Buyers WindowSkins® at an appropriately secure storage facility for a pre-agreed length of time
 13.2.3 Clean, polish and repackage the Buyers WindowSkins®
 13.2.4 At a pre-agreed time, return the Buyers WindowSkins® back to their original fixings, at the original installation address.
- 13.3 The Buyer accepts that the service as described in clause 13.2 is a single and complete service, and the cleaning and polishing described in this clause is:
 13.3.1 unavailable without utilisation of the storage service.
 13.3.2 does not include any repairs of deep scratches or blemishes
- 13.4 The Seller accepts the following obligations to the Buyer;
 13.4.1 to store the Buyers WindowSkins® at an appropriately suitable storage facility with an appropriately suitable level of insurance coverage
 13.4.2 to reserve the necessary level of funds in a separate client account in order to secure the safe return of the Buyers property despite any administrative eventuality.
 13.4.3 to ensure that the Buyers WindowSkins® is correctly documented as remaining the property of the Buyer.
 13.4.4 to provide the Buyer with the address details of the Sellers storage facility
- 14. General**
- 14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.2 The Seller may transfer, assign, hold on trust, license or sub-contract all or part of its rights or obligations under any Contract.
- 14.3 Each and every Contract is personal to the Buyer and the Buyer may not transfer all or any of its rights or obligations under any Contract without the prior written consent of the Seller.
- 14.4 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.4 Any dispute arising under or in connection with these Conditions and any Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.