

## General terms and conditions [Plasticsheetsshop.co.uk](https://Plasticsheetsshop.co.uk)

The terms and conditions for delivery to customers and companies from:

Plasticsheetsshop Ltd. (company number 10888041), situated on 4315 Park Approach, Thorpe Park, Leeds, United Kingdom (UK), LS15 8GB.

### Article 1: Definitions

In these terms and conditions, the following is meant:

- ◆ Withdrawal period: the time limit within which a customer can make use of their right of withdrawal;
- ◆ Customer: physical individual, whether or not they handle at the behest of their employer or company;
- ◆ Day: calendar day;
- ◆ Business day: Monday to Friday
- ◆ Right of withdrawal: the opportunity for the customer to change their mind about the long-distance agreement within the respite period;
- ◆ User: Plasticsheetsshop;
- ◆ Long-distance agreement: an agreement whereby the long-distance sales system organised by the user for the purposes of selling goods, up to and including signing the agreement whereby one or more techniques for long distance communications are used;
- ◆ Techniques for long distance communications: a means to be used for concluding an agreement, without the customer and the user being together in the same place at the same time;
- ◆ Terms and conditions: the obligations stipulated in the present terms and conditions of the user.

### Article 2: Applicability

These terms and conditions are applicable to all the users' offers and to all long-distance agreements and orders between the user and the customer.

The content of the terms and conditions will be made available before the long-distance agreement is completed. If this is not reasonably possible, the user will inform the customer, before the long-distance agreement is completed, that the terms and conditions will be accessible on location and, if requested, they will be sent to the customer electronically or by mail free of charge. The user will also place the

general terms and conditions on the website in such a manner that the customer can save the terms and conditions to an external data medium.

If one or more provisions of these terms and conditions at any time become wholly or partially invalid or void, then the remainder of these terms stays fully applicable. The user and customer, in this case shall agree in consultation to develop new rules to replace the invalid or void provisions, as much as possible following the purpose and intent of the original provisions.

### **Article 3: The offer**

When an offer has a limited validity or is subject to conditions, this will be expressly mentioned in the offer. The offer is free of obligations. The user shall be entitled to adjust and change the offer. The offer will include a full and accurate description of the offered products. The description and images will be sufficiently detailed to help the customer assess the offer. Apparent mistakes and errors in the offer do not bind the user. All images and specifications in the offer are indicative and cannot lead to damage compensation or termination of the agreement.

The images of the products will be displayed truthfully. The user cannot guarantee that the displayed colours exactly match the real colours of the products. Each offer will contain such information that it is clear for the customer what the rights and obligations are once they accept the offer.

### **Article 4: The long-distance agreement**

The agreement goes into effect at the moment of acceptance by the customer of the offer and the satisfying of the associated terms and conditions.

If the customer accepts the offer via electronic means, the user shall promptly confirm receiving the acceptance of the offer via electronic means.

If the long-distance agreement is concluded electronically, the user will take suitable technical and organisational measures to secure the electronic transfer of data and the user will ensure a safe web environment. If the customer is able to pay electronically, the user will take suitable security measures.

The user can – within legal limitations – inform itself if the customer can meet the payment commitments, as well as all the facts and factors that are of importance to the user for a responsible establishment of the long-distance agreement. The user can request additional information from the customer. If the user has solid grounds not to engage in the agreement based on this inquiry, the user is within its rights to refuse an order or request or apply special terms to the execution of an order or request.

## Article 5: Right to withdrawal

Only with standard size products does the customer has the right to withdraw from the long-distance agreement within 14 days. This respite period commences on the first day after the customer receives the products from the user. For products that are cut to size by the user for the customer, there is no right to withdrawal unless the customer can demonstrate that the user has made a mistake or error in processing the order.

During the respite period the customer will carefully handle the products and the packaging. If the customer uses their right to withdrawal, the product will be returned to the user in its original state with packaging intact. The method of returning the order will be done following instructions provided by the user. The customer will carry the costs for returning the products. The user will reimburse the customer for the paid amount within 14 days after receiving the returned products in good condition.

## Article 6: Prices

The prices mentioned by the products are in Pounds sterling (GBP), VAT and shipping costs excluded. The shipping costs are provided on the user's website and apply to the mentioned countries.

All long-distance agreements are completed based on the prices that are applicable at the time of conclusion. All prices on the site are subject to printing and typographical errors. Plasticssheetshop.co.uk cannot be held responsible for the results of printing and typographical errors and cannot be obliged to deliver the order for the (faulty) prices.

## Article 7: Conformity and guarantee

If the user displays a sample to the customer as an example, this sample is an indication. The final delivered products may vary from the displayed sample, unless it is explicitly stated by the user that the final product is identical to the sample/example.

The user is within its right to deliver products that vary from the products in the long-distant agreement if the variations are prescribed by law, if the variations are minimal or if the variations are an improvement of the agreed upon product. Small variations in colour or size that are within the usual tolerances, do not constitute a ground for complaints, refusal to pay, returns or dissolution of the agreement concerned.

The user warrants that the products comply with the contract, the listed specifications of the offer, to the reasonable requirements of soundness and/or usability, and at the date of the conclusion of the contract existing legal provisions and/or government regulations. Any defects referring to a part of products delivered shall be communicated in writing to the user within 7 days after

the products are delivered (e-mail address is provided below). Return of the goods must be in original packaging and in new condition.

If you have received a product that has been damaged, please contact our customer service team. Depending on the damage, we can either offer you appropriate compensation or send you a replacement product. We do not collect the original damaged product.

The guarantee period of the user is identical to the manufacturers' guarantee. The user cannot be held responsible for the final suitability of the products for the customers (individual) application of the products, nor for any advices regarding the use or application of items.

There is no guarantee if the products are no longer in the original state because of alterations made by the customer or by someone else at the behest of the customer. Or if the products were exposed to abnormal circumstances, if the products were in any way carelessly handled or handled in a manner that does not comply with the instructions.

If the user is held liable, this liability is limited to the maximum amount of the agreement to which the liability refers. The user accepts no liability for possible consequential damage and items attached to the product are not subject for reimbursement.

### **Article 8: Delivery and performance**

The user will take the best possible care with executing the agreements.

The user strives to have the products ready for shipment within two business days after receiving payment from the customer. No rights can be derived from this aim. If the agreement cannot be produced within two business days, the user will inform the customer of this delay. The user cannot be held responsible for possible consequential damages due to a late delivery nor is a late delivery ground for reimbursement for the customer.

### **Article 9: Payment**

The user offers three payment methods: credit card (VISA, Mastercard, Maestro), PayPal and bank transfer.

The charged amount must be transferred into the users account within 7 days after reaching the long-distance agreement.

Only if explicitly agreed upon in writing can the payment method be an invoice. Invoice payments must be completed within 30 days of the invoice date. If the customer exceeds this payment term without notifying the user, they will be in direct violation of the agreement. The user will

then be allowed to charge interest over the owed amount. The customer shall not be entitled to set off or to suspend a payment. If there are more unpaid agreements the customer will pay the oldest invoice first.

If the hiring of third parties is required or if it costs the user money in any way to receive the owed amount from the customer, these extra costs (both extrajudicial and legal fees) shall be borne by the customer.

### **Article 10: Technical requirement and standards**

If the goods, to be delivered in the Netherlands, are to be used outside the Netherlands, the user will not be responsible if the goods do not meet the technical requirements, standards and/or regulations imposed by the laws or statutes of the country where the goods will be used. Unless the customer notifies the user in writing before closing the long-distance agreement, specifying the technical requirements and standards and including these requirements in the final agreement. Additionally, if the customer expects any other technical requirement that are not included in the standard requirements, they will have to explicitly inform the user about these requirements in writing before closing the long-distance agreement. These alternative requirements have to be confirmed and accepted by the user.

### **Article 11: Complaints procedure**

Complaints about executing the agreement will be communicated by the customer to the user within 7 days of detection. The complaint will be specified clearly and completely.

The user will exert itself to give a substantive respond to the content of the complaint within 14 days. If the complaint is grounded, the user will strive to offer a proper solution within a reasonable period after receiving the complaint, and at the latest within a month.

### **Article 12: Disputes**

These terms and conditions are subject to Dutch law. If the customer (individual or company) is not a resident of the Netherlands, the long-distance agreement shall still be governed exclusively by the laws of the Netherlands. The Vienna Sales Convention (CISG) does not apply.