

TRADE - terms & conditions

GENERAL

1. In these Conditions, unless the context otherwise requires, the following words and expressions shall have the meanings given to them below:

"Us", "We" and "Our" refers to Plastico Limited;

"Buyer", ("He", "She" and "They") means the person who accepts Our written quotation for the sale of the Goods and agrees to be bound by these Conditions;

"Despatch Date" means when the goods are collected or despatched - ie leave Our premises.

"Goods" means the goods supplied by Us to the Buyer in accordance with these Conditions;

"Incoterms" means the standard trade definitions as devised by the The International Chamber of Commerce;

"Mainland UK" means England, Scotland and Wales and does NOT include Northern Ireland, the Isle of Man or the Channel Islands;

"Premises" means the premises of Plastico Limited, namely 4th Floor, Chancery House, St. Nicholas Way, Sutton, Surrey SM1 1JB; or Westgate 8, Mansgard Close, Northampton, NN5 5DL.

"Price" means the sum of money (confirmed on the Despatch Date) to be paid by the Buyer to Us for the Goods supplied to the Buyer by Us under these Conditions;

"Writing" includes correspondence by letter, facsimile transmission and comparable means of communication but not electronic mail.

2. A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

3. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

4. The headings in these Conditions are for convenience only and shall not affect their interpretation.

5. All quotations are given by Us, all orders are accepted by Us and all business is done by Us subject only to the following Conditions, which shall override any Terms or Conditions stipulated, incorporated or referred to by the Buyer, whether in the order or in any negotiations, or elsewhere.

6. The relaxation or waiver by Us of any of these Conditions on any occasion shall act merely as a waiver on that occasion and shall not affect Our right to enforce any of these Conditions on any subsequent occasion. No such relaxation or waiver may be implied and must be confirmed by Us in Writing.

7. Any variation of these Conditions must be confirmed by Us in Writing and will not otherwise be valid.

8. No order shall be deemed to have been accepted by Us (whether or not We have issued a quotation) unless and until it is accepted by Us in Writing, or (if it is not accepted by Us in Writing) the Goods are delivered in whole or in part to the Buyer or to the carrier for delivery to the Buyer.

9. Any description given by Us of the Goods is given by way of identification only and the use of such description shall not constitute the contract a sale by description.

10. Any sample of the Goods supplied by Us is supplied as a guide only and the supply of a sample shall not constitute a contract of sale by sample.

11. If payment is made by way of a Bill of Exchange, Letter of Credit, or a cheque, payment shall not have been deemed to have been made until honoured.

12. All orders for Goods placed with Us are subject to availability of stock and to the Goods being unsold at the date of acceptance of the order and We shall owe no liability to any potential Buyer or third party as a result.

13. Any advice or recommendation given by Us, or Our employees, or agents to the Buyer or any potential Buyer, or their employees or agents, as to the application, use or storage of the Goods which is not confirmed in Writing by Us at the time of the order, is followed or acted upon entirely at the Buyer's own risk and accordingly, We shall not be liable for any such advice or recommendation which is not so confirmed.

PRICES

14. Any quotation, if not previously withdrawn, will hold Goods for any order made pursuant to it within thirty days of its date, provided that the Buyer does not stipulate for other than immediate delivery. Subject to this all orders are accepted for execution at prices current at the Despatch Date or (where the order is despatched in part) of each part of the order.

15. Listed prices are subject to change or withdrawal without notice. Without limitation, We reserve the right, by giving notice in Writing to the Buyer, to increase the price to reflect any increases in cost to Us, which is due to any factor beyond Our control and change the date for delivery accordingly. Notwithstanding this, the Buyer has the right prior to the Despatch Date and subject to the provisions of Condition 23 to cancel the order if He does not want the Goods at the increased Price.

16. All orders, provided net value of Goods exceed £350 (i.e. exclusive of carriage, packing and VAT), will be delivered "carriage paid" to Mainland UK. Carriage for orders below this amount will be subject to a handling charge of £30. We reserve the right to increase all orders within 10% of £350 to avoid charging carriage.

17. In addition to the price, the Buyer will pay VAT at the appropriate rate on all charges and all carriage and packing charges where goods are to be delivered outside Mainland UK.

TERMS OF PAYMENT

18. Subject to any special terms agreed in writing between Us and the Buyer, We may invoice the Buyer for the Price of the Goods on or at any time after the Despatch Date.

19. The Buyer shall pay the Price for the Goods (including any VAT, carriage and packing) within 28 days from the date of Our invoice, and We shall be entitled to recover the Price and all other charges due, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of this contract and payment shall not take place until the full amount is received by Us in cleared funds.

20. We reserve the right to deliver in one or more consignments. In which event each consignment will be paid for in accordance with these Conditions and We may submit a separate invoice for each.

21. The Buyer shall not be entitled to withhold or to make any deduction from the Price or any other charges due in respect of any set off or counterclaim or otherwise.

22. If the Buyer fails to make any payment due to Us by the due date then, without limiting any other

right or remedy available to Us, We may:

i Cancel the order or suspend any further delivery to the Buyer;

ii Appropriate any payments made by the Buyer to such of the Goods (or the Goods supplied under any other contract between Us and the Buyer) as We may think fit (notwithstanding any purported appropriation by the Buyer); and

iii Charge the Buyer interest (both before and after any judgment) at a rate of 4% per annum above the base lending rate, from time to time, for HSBC Bank PLC on any payment which is overdue from the date payment becomes due until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

CANCELLATION

23. An order may not be cancelled or varied, in whole or part, after acceptance without Our prior agreement in Writing. If this agreement is given the Buyer will indemnify Us in full in respect of any losses including (but not limited to) loss of profit, costs (including cost of labour and materials), expenses and/or damages sustained by Us as a result of such cancellation or variation. Any trade quantity discount given for Goods already delivered under that or any other order will be reduced to take into account the cancellation, and the amount of such reduction will be payable by the Buyer forthwith.

ERRORS

24. We reserve the right to correct any printing or clerical or other accidental errors or omissions in quotations, invoices and other documents and no contract shall be invalidated by reason of any such errors or omissions.

DELIVERY

25. On placing an order with Us, the Buyer shall state in Writing where delivery is to take place.

i If the Buyer is to collect the Goods from Our Premises, delivery of the Goods shall be made by the collection by the Buyer of the Goods from Our Premises.

ii If the place for delivery is to be at a place other than Our Premises delivery will take place:-

a) either at Our Premises when the Goods are placed with the third party carrier; or

b) at the place specified by the Buyer when We are responsible for carriage.

26. Any time or date quoted by Us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet such estimated time or date, We shall not be liable to make good any damage or loss whether arising directly or indirectly out of Our failure to meet such time or date.

27. If at any time after acceptance of an order the Buyer requests a delay in delivery of the order or any part thereof, We shall at any time after such request has been made be entitled to require the Buyer by notice in Writing to accept delivery of the order or the balance thereof and if the Buyer shall not within seven days after such notice agree to accept delivery of the order or the balance thereof forthwith We shall thereupon be entitled to cancel the order without further notice to the Buyer but without prejudice to Our rights against the Buyer arising out of the Buyer's failure to take delivery (including, but not limited to, Our rights under Condition 37(b)).

28. In the event of non-delivery within seven calendar days of the date of notification of despatch or the Invoice (whichever is the later) the Buyer shall notify Us and the carriers in Writing within a further three days (time being of the essence). If the Buyer fails to notify Us as aforesaid, the Goods shall be deemed to have been delivered to the Buyer in full and in good condition.

29. Case units specified in Our price list/brochure will not be split.

30. Risk of damage to or loss of the Goods shall pass to the Buyer:

i In the case of Goods being delivered at Our Premises, at the time when We notify the Buyer that the Goods are available for collection or when they are placed with the third party carrier referred to in Condition 47 below; or

ii In the case of Goods to be delivered otherwise than at Our Premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when We have tendered delivery of the Goods.

TRANSIT

31. In the event of damage to or loss of Goods in transit and before delivery, the Buyer shall give written notification of such damage or loss to Us and to the carriers within 2 working days after delivery (time being of the essence). Provided that such notification is given (or in the event of non-delivery notification is given in accordance with Condition 20) and that such damage or loss is established to Our reasonable satisfaction, then We will replace the Goods, lost or damaged, within 30 calendar days if the Buyer shall so require, unless they incorporate any non-standard features to the Buyer's requirements, in which case the contract will be rescinded and any payments made there under by the Buyer will be refunded.

32. We shall have no liability to the Buyer or to any third party for any consequential loss or damage of any kind directly or indirectly attributable to damage or loss of Goods in transit or delay in transit or any failure by the carrier to deliver at all and the Buyer shall indemnify Us against any claims by any third parties for any such consequential loss or damage.

WARRANTIES

33. Subject as expressly provided in these Conditions, and except where it is not possible to exclude statutory provisions as a result of Goods being sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), with respect to the Goods We make only the warranties set out in this section which are in lieu of any implied warranties or Conditions of any nature (which are hereby expressly excluded) apply.

34. Upon the Buyer's notice to Us of any defect in design, workmanship or material within the 30 days following the date of delivery or, as the case may be, the delivery to Our Head Office, of the defective item We shall repair or replace such item without charge and return such item to the Buyer. This warranty will not apply if the need for repair or replacement is due or partly due to accident, misuse of the Goods or general wear and tear to the Goods.

35. Notwithstanding delivery and the passing of risk, the property of all the Goods delivered by Us shall remain vested in Us until unconditional payment in full is received and cleared through Our bank account, not only for the Goods but also for Goods and/or services comprised in any other contracts between Us and the Buyer, which have been delivered and/or performed, but remain unpaid.

36. Until payment due from the Buyer under all contracts between Us and the Buyer has been received in full:

- a) The Buyer shall hold upon trust for Us the Goods.
- b) The Buyer shall at all times keep the Goods comprehensively insured against normal perils and damage.
- c) The Buyer shall subrogate to the company any rights it may or will have in respect of insurance monies recoverable for the Goods.
- d) The Buyer shall hold the Goods as bailee in a fiduciary capacity for Us and it shall be the responsibility of the Buyer to keep the Goods in good condition at its own expense.
- e) The Buyer shall not charge by way of security for any indebtedness for any of the Goods but if the Buyer does so all monies owing by the Buyer to Us shall (without limiting any of Our other rights) forthwith immediately prior to the effective date of such charge become due and payable.
- f) The Goods shall be held separately from any other assets and be identified as Our property.
- g) The Buyer shall permit an officer, employee, representative or agent of Ours to enter with or without vehicles onto the Buyer's premises or other site where the Goods are located and to repossess the Goods.

ADDITIONAL CHARGES

37. The Buyer shall pay:

- a) An additional price in respect of any alterations in design or specification made at the Buyer's request including the cost of all artwork, blocks, dies and other tools specially bought or made for the purpose of the order. Such artwork, blocks, dies and tools shall, however, be and remain Our sole property.
- b) All storage charges including insurance and other associated costs that may be incurred by Us as a result of the customer refusing or being unable to take delivery of the Goods or by delaying delivery of Goods in not giving Us sufficient instructions to enable Us to deliver the Goods. The risk of deterioration and damage to the Goods so stored shall lie with the Buyer.

DEFAULT

38. If the Buyer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary other than for the purpose of amalgamation or reconstruction) or calls a meeting of creditors under the Insolvency Act 1986 or has a Receiver or Manager appointed for the whole or any part of the business or undertaking, or if distress or execution is levied or threatened upon any of the Buyer's property, then in any such case (and without prejudice to any other rights We may have) We shall be entitled to suspend all further deliveries to the Buyer until the default is made good and/or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer notwithstanding that they may have been paid for in whole or in part.

APPROPRIATION

39. We shall be entitled to appropriate any payment made by the Buyer towards such of the Buyer's liabilities to Us as We shall in Our direction think fit notwithstanding anything to the contrary specified by the Buyer in relation to such payment and the said power of appropriation may be exercised by Us either at the time such payment is made or at any time thereafter.

LIEN

40. In the event of the Buyer's insolvency We shall be entitled (in addition to any lien arising by law) to a general lien on all Goods in Our possession whether or not delivery has already taken place (although the same or some of them may have been paid for) for any money due either in respect of such Goods or in respect of any general or particular balance or other money due from the Buyer to Us, whether under the same or any other order.

LIMITATION OF LIABILITY

41. We shall be relieved of all liability for obligations incurred to the Buyer whenever, and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded directly or indirectly in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority, or by reason of any government action, industrial action, trade disputes, fire, flood, storm, breakdown of plant, accident, theft, riot, civil commotion, war, national emergency, acts of God, force majeure, inevitable accident or any other cause beyond Our control. In the event of the occurrence of any such circumstances We shall be entitled to cancel the contract with the Buyer by giving notice in Writing to Him and unless and until We cancel the contract to extend the time of its performance by a period equivalent to that during which its performance has been prevented by any of the said circumstances.

42. Other than the death of or injury to any person resulting from Our negligence We shall not be liable to the Buyer or to any third party in any circumstances whatsoever

- a) for any consequential loss or damage of any kind directly or indirectly attributable to any faults or defects in the Goods, or
- b) for any damage or injury caused by any faults or defects in the Goods, or
- c) for any consequential loss or damage of any kind directly or indirectly attributable to any negligence or wilful acts of Our employees or agents, or
- d) for any damage to property caused by the negligence or wilful acts of any of Our employees or agents.

43. The Buyer shall indemnify US against all claims and demands made upon Us for consequential loss or damage.

SPECIFICATIONS AND QUANTITIES

44. We reserve the right to deliver an excess or deficiency of up to 10% on specially printed or commissioned items and the total Price will be adjusted accordingly.

45. All imperial measurements are approximate and are for guidance only.

EXPORTS

46. Where the Goods are to be exported outside Mainland UK, the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into that country and for the payment of any duties on them. In addition, the Buyer shall, in good time, procure any necessary import and/or export permits and if required by Us to produce to Us evidence of this prior to shipment.

47. Prices quoted in respect of deliveries are ex-works, as standard, unless otherwise stated. Our responsibility for the Goods shall cease immediately when the Goods are placed with a carrier from which time the risk of any loss or damage to the Goods from whatever cause arising shall be borne by the Buyer, as We shall be under no obligation to give to the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.

48. We shall be entitled to demand proof that the Goods have been exported and to charge extra prices and claim damages when proof is not forthcoming that the Goods have been exported in the condition as delivered by Us.

REPRESENTATIONS

49. No representation or statement not expressly contained in these Conditions or incorporated by reference to a written document shall be binding upon Us as a warranty or otherwise, nor shall anything be implied from any such representation or statement.

NOTICES

50. Each Notice to be given hereunder shall be in Writing, addressed to the other party's main business address or in either case to such other address as one party shall notify in Writing to the other for this purpose.

51. Any Notice shall be deemed to be given either if left at the proper address, if delivered by hand during normal business hours, 48 hours after having been posted by first-class pre-paid post in an envelope addressed to the proper address and on the business day next following the day of transmission if transmitted by facsimile.

LATITUDE

52. No relaxation, forbearance delay or indulgence by Us in enforcing any of these conditions for the granting of time to the Buyer or otherwise shall prejudice, affect or restrict Our rights and powers hereunder. Nor shall any waiver by Us at any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

SEVERANCE

53. If any part of these Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Conditions and shall not affect the validity or enforceability of the remaining parts of these Conditions.

DATA PROTECTION

54. We recognise that we have certain obligations under the General Data Protection Regulation 2016/679 ("GDPR") (and any subsequent legislation that implements the same or similar) in connection with the personal data about Buyers that we hold in our files.

One of those obligations is that a Buyer's personal data is lawfully processed. To that end, we rely on the lawful bases of processing set out in Article 6 of the GDPR.

The GDPR requires that we are obligated to provide a Buyer with the following information:

a) The Data Controller of Buyers' personal data is Plastico Limited Company Number 1858859 of 4th Floor, Chancery House, St. Nicholas Way, Sutton, Surrey SM1 1JB England. The Data Controller's representative is Caroline Wiggins

b) Our Data Protection Officer is Caroline Wiggins.

c) The intended purposes of the data processing are the purposes required of a company of our nature and the legal bases for this are:

- i. the processing necessary for the performance of a contract;
- ii. processing that is necessary for compliance with a legal obligation to which we are subject, and
- iii. processing that is necessary for the purposes of our legitimate interests.

d) The "legitimate interests" mentioned above are customary business reasons, including: discussing matters that might include Buyers' personal data with any of our authorised third-party suppliers;

e) The categories of potential recipients of Buyers' personal data are: individuals inside and outside Plastico Ltd who are concerned with order and payment processing, administration, management of, and provision of professional advice to us;

f) We will not transfer a Buyer's personal data to a third country or international organisation that does not, in the current opinion of the European Commission (or any other applicable regulatory body) have an adequate level of data protection.

g) In addition to the above:

i. We shall only store Buyers' personal data for as long as necessary having careful regard to the original reason that it was supplied to us and having regard to any legal obligation by which we are governed;

ii. Buyers have a right to request access to, rectification of, or erasure of their personal data, as well as the right to object to the processing of their personal data, and a right for their personal data, if their access request is granted, to be provided to the a commonly-used and machine-readable format;

iii. Buyers have a right to lodge a complaint with the Information Commissioner if they believe that the Company has not met its obligations under the GDPR;

In the event that further and more specific rules are enacted by the UK government then this Data Protection Policy shall be amended to give effect to such specific rules.

THIRD PARTIES

55. A person who is not party to these Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999.

LAW

56. These Conditions and the Contract and all matters pertaining thereto shall be governed by English Law, and the English Courts shall have jurisdiction in relation thereto.

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Website - terms & conditions

Plastico Limited ("Plastico") is completely dedicated to your total satisfaction.

Plastico is registered in England and Wales No. 1858859 Registered Office: 4th Floor, Chancery House, St. Nicholas Way, Sutton, Surrey SM1 1JB United Kingdom

Contacting Plastico

If you wish to reach us or have any suggestions or comments please email us at sales@plastico.co.uk

Alternatively, you can call +44(0) 208 646 0456 or write to us at 4th Floor, Chancery House, St. Nicholas Way, Sutton, Surrey SM1 1JB United Kingdom.

Making a Purchase

We accept credit card payment. We do not currently accept credit cards or dispatch orders outside of the UK mainland. We accept Visa, Visa debit, Mastercard, and Maestro cards.

Placing an order

Placing an order on our website couldn't be easier, just follow this simple step by step guide.

1. From the home page click on either the Catering or Party products tab at the top of the screen
 2. Next, choose the sub-category of product you require from the list down the left hand side of the screen (or the list under the category text), or just click on a product from the list at the bottom of the screen. Clicking on a sub category filters out all of the products that are not relevant, making your search more efficient.
 3. Once you have selected the product you wish to purchase, you go forward to a screen which displays product specifications, price and product features. On this screen you must type in the quantity of product you want in the 'Quantity' box under the product title. Then click the 'Add To Basket' button.
 4. You may then either continue shopping or click on the 'Proceed to Checkout' button to process your order. Before you do this you can enter any Discount Code you may have in the relevant box, or get a shipping and tax estimate by filling in the relevant form.
 5. Once at the checkout you can either login to your account or register for an account (see 'Accounts' for more information on the benefits of having an account with us) or click the button for 'Checkout as Guest'
 6. Fill out the Billing Information form (you can choose 'Ship to this address', or 'Ship to different address' which brings up another address form to fill in for your separate shipping address.)
 7. Choose your preferred payment type –you can select credit card or invoice. Invoice payments can only be processed if you already have a Trade account with us. If you choose invoice you will receive an invoice for payment after the dispatch of the goods, if you choose credit card you will be forwarded to our secure card payment site
 8. You can now review your order and check that the correct items and quantities are displayed, before clicking on the 'Place Order' button.
- There is a minimum order of £20 (excluding VAT) and the maximum of £500.

Formation of a Contract

When you place an order to purchase a product from us, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we charge for and despatch the order to you. Any products on the same order which we have not charged for or despatched do not form part of that contract.

Pricing and Availability

We do not charge for orders until they are ready to ship, unless specially made for you, which are charged on receipt of order. All offers are subject to availability. Prices shown are correct at the time of publication. Prices shown in GBP(£) exclude VAT at the current rates.

We reserve the right to change prices without notice. Despite our best efforts, from time to time a small number of the items in our catalogue may be mispriced. Rest assured, however, that we verify prices as part of our despatch procedures.

If an item's correct price is lower than our stated price, we charge the lower amount and send you the item.

If a product's correct price is higher than our stated price, we will cancel your order and notify you of the cancellation. The company reserves the right to change the advertised price at any time.

If you have an existing trade account, but order through the internet, you will be charged at the INTERNET PRICE. No other prices can be applied. Confirming availability and price As we process your order, we will inform you by email if any items you order turn out to be unavailable.

Confirming availability and price

As we process your order, we will inform you by email if any items you order turn out to be unavailable.

How to pay

1; If you do not have a customer account with us or are a private consumer then you can pay by debit or credit card on our secure online Barclaycard ePDQ payment system. You will need to choose this

during the ordering process (please see 'Place and Order'), and you will be forwarded to the payment site at the end of the ordering process.

2; Barclaycard ePDQ secure payments can accept the following card payments; Visa, UK Maestro, Electron, Maestro, MasterCard, JCB/JCL & Solo

3; If you are a business with a Plastico customer account, you may pay using cheque, CHAPS or BACS. If you are a business without a Plastico customer account then you must pay by credit card. NB: registering with us online will not guarantee you a customer account. You will need to contact our Sales Office for an Account Application form and this will need to be processed and approved before an account can be granted.

Security

Plastico uses 128 bit SSL encryption technology to ensure that any information you transmit during the ordering process is secure. Our servers are secured to protect all personal information including credit card numbers, your address and any products you may order.

Delivery Charges

Deliveries are made from our warehouse in Northampton, United Kingdom.

Deliveries are made by courier and require a signature on delivery. For this reason, it is not possible to deliver to a PO Box address. All orders may require longer for delivery. For details see below.

Mainland United Kingdom Only:

Orders: 0-40 kg - £10 Postage and Packing

Orders: 40-70 kg - £20 Postage and Packing

Orders above 70 kg, please call our sales office for a quote +44 (0)20 8646 0456.

Delivery Information

Please allow five working days for your order to reach you within mainland UK (Excluding some of The Highlands and Northern Ireland). Orders need to be received before midday on working day one for delivery on working day 5. If there is a weekend or Bank Holiday within this period, you will need to add the appropriate number of days ie if there is a Bank Holiday Friday and Monday, including the weekend this would require 8 days or 5 working days.

We cannot deliver on the weekend or Bank Holidays.

The orders are sent by UPS courier and requires a signature on delivery. The courier will deliver between 08.00 to 17.30 from Monday to Friday. If we are unable to deliver due to the customer not being at the address, the courier will leave a card and attempt delivery two more times.

Returns

We take pride in the quality of our products, and our policy is to ensure that all products supplied are delivered in perfect condition. If for any reason the product arrives damaged, please return it with proof of purchase within 14 days and we will arrange for an immediate exchange or refund. We regret that we are unable to offer refunds on items that have been personalised. This policy does not affect your statutory rights.

Please return all parcels to Plastico Internet Sales, Plastico Limited, Distribution Centre, Westgate 8, Westgate Industrial Estate, Mansard Close, Northampton, NN5 5DL United Kingdom. The cost of returning goods to us shall be borne by you. The item is your responsibility until it reaches Plastico Limited, for your own protection we recommend that you send the parcel back using a delivery service that insures you for the full value of the goods, as we cannot be held responsible for items damaged or lost in the post. The items must be returned in the condition in which you received it, within 14 days of delivery.

Refunds

If we have made an error in fulfilling your order, we shall promptly correct or replace the items supplied to you. This policy does not affect your statutory rights. Complaints must be made in writing within 14 days of delivery or they will not be considered.

Privacy Policy

Your privacy is very important to us and we will always endeavour to comply with the latest applicable data protection measures to ensure fairness, transparency, accuracy, security, minimisation and respect for your rights with regard to your personal data which we gather. So, to comply with the latest European General Data Protection Regulation (GDPR) we have updated our Privacy Policy. We also endeavour to work with reputable third party suppliers who have the same data protection principles.

We also strive to give our customers the best customer experience possible with the best choice of content, material, products and/or services with speed, accuracy and relevance whilst at the same time protecting our customers' privacy. We hope that we have found the right balance through this policy document. This is what this means in terms of what we may collect when you visit our website, what we do with it and what you can tell us to do with it.

By using our website, we invite you to consent that you agree that we may collect and use your personal information in this way. You may also withdraw that consent at any time.

Please email us marketing@plastico.co.uk to give your express, informed consent to our Privacy Policy.

Website - terms & conditions

Our website will typically collect the type of personal information mentioned below from and about you when you visit, browse or use our website and when you purchase any of our products and/or services. If we exchange emails or other communications or enter into any other relationship with you, we also obtain additional personal information but again we will use our best endeavours only to use or disclose such information in the manner stated below.

1. The type of Personal Information which we/our suppliers may gather from you or from Third Parties.

Each time you use our website, we collect some or all of the following information either directly from your own disclosure or through our website software:

- Your IP address, browser type and location, unique device identifiers, language preference, the date, time and frequency of your visits, which pages you viewed and for how long and if you clicked, copied or downloaded any material, and similar information from your general online use and preferences, gathered by the use of cookies and similar technologies (please see paragraph 9 below);
- Any products and/or services which you either purchased or otherwise viewed, used, copied, downloaded or clicked a link to access;
- your acceptance (or otherwise) to receive any publications, newsletters, updates or other material or media from us or any of our providers;
- your consent (or otherwise) to this Privacy Policy and your agreement to our Terms and Conditions.

If you are buying/paying online, we and/or our third party secure payment provider will need your first and last name, your credit/debit card or other payment details, card billing address, including street name, city or town, a telephone number and an email address, which may be personal or business. Please note that only our third party secure payment provider will have your card number to process your payment, we do not see or have access to that number but we do have access to the other data you provide.

If any goods require to be physically delivered (then a physical delivery address (personal or business) (if different from the billing address) will also be required).

If we need to verify your age and/or identity for any reason (for example, payment verification, fraud prevention or dispute resolution) we may also ask you for your age (only to confirm that you are of legal age to contract), passport/ID/Visa/driver's licence (these documents will also have your place of birth, gender, nationality and a facial image of you), your social security/national insurance number, or any other identifier if required for identifying you as a specific individual.

If we want to identify you further to gain a better profile or business relationship with you, we may use the material which you have included on publicly available websites such as that of your company/employer/professional website, LinkedIn, Facebook, Instagram and other social media sites, which may include additional information or photographs.

You can access your personal details at any time, ask us to update the information we hold or to delete it altogether (please see paragraph 7 below) for your rights over your personal information).

2. Communicating with you

Each time you purchase or subscribe to any content, material, products and/or services from our website, we will send you an email verifying the order and confirming that the material will be delivered/sent/provided. We also reserve the right to send you email, sms or other communications from time to time regarding updates and changes to our content, material, products or services; or about new links, partners, providers or suppliers to our website. You can choose not to receive by unsubscribing.

If we require to email you any technical support, administrative or legal notices important to our website, our content, material, products or services that we consider essential that you know, including any breach of security relating to your personal information; you will not be able to unsubscribe from these notices as they may contain, for example, new privacy terms, conditions or situations, important instructions on use of or updates to our content, material, products and /or services which you have purchased, licensed or subscribed to from us, or recall notices for faulty products.

3. How your Personal Information is used by us

We want to give you the best customer experience possible with the best choice of content, material, products and/or services that we can with speed, accuracy and relevance. To do this, we need to collect sufficient information about you and users in general to enable us to operate the website and keep it current, up-to-date, relevant to users' needs and preferences now and in the future as well as to keep it secure and in compliance with the applicable law.

We also need to use your personal information for the purposes specified in paragraph 1 above (your consent, payment, delivery and identity) as well as:

- to respond to your orders, payments, delivery and answer your queries, comments or complaints;
- to operate our website professionally, efficiently and legally and ensure its security (as well as your security), maintenance, upgrade and enhancement (please see clause 5 below and our Terms and Conditions);

- for business and statistical analysis by our own staff and professional advisors;
- to provide payment, download and/or delivery methods and other third party services (which may include opening an account or subscription, credit-worthiness checks, etc);
- to provide you with information on updates, marketing, promotions, events, webinars and other material which you have consented/subscribed to or otherwise may expect from us as part of our general offering (you can unsubscribe from any of this material at any time); and
- for our legitimate interests and such other internal business reasons, including but not limited to disclosing your personal information to any employee, business adviser, consultant, partner, contractor, provider; risk management/credit reference/debt collection/fraud prevention agencies; compliance/fiscal/regulatory/legal or government bodies.

4. How long we will keep your Personal Information

We will only keep your personal information for as long as is necessary for the purposes for which it was gathered, given voluntarily by you, publicly available or otherwise processed as specified in this policy document. In certain circumstances, we may store it for a longer period if so required for example, by applicable laws, regulators, payment protection, law enforcement or for secure archiving. In any case of longer storage by us, the terms of this policy document will continue to apply.

5. Personal Information shared with Third Parties

We will not sell, rent or otherwise disclose your personal information to any third party without your consent except in the following circumstances:

- Where we use or partner with trusted third party providers to provide services for us, including, for example, processing of debit/credit card payments, delivery and processing of orders, site security, hosting, management and other IT/professional/insurance and operational services. These companies will have access to only the personal information needed to perform their specific functions and not for any other purposes. They are bound by confidentiality agreements as well as their own privacy policies to which you may also be given the opportunity to accept or decline. Please note that we are not responsible for the privacy practices of such other third parties and advise you to read the privacy statements of each. Your use of such third parties is at your own risk.
- If we require to disclose your personal information to an appropriate investigative third party, for example, if we have reason to believe that you may be involved in any illegal or harmful conduct or if we are required to do so under the applicable law, by a law enforcement or government authority or if we believe that such action is necessary to:
 - (1) comply with the law or with legal process;
 - (2) protect and defend our rights, security or property or that of our customers or providers;
 - (3) prevent fraud and other legal acts;
 - (4) protect against abuse, misuse or unauthorised use of our website in any way; or
 - (5) protect our personal safety or property and that of our users, customers, providers or the public (e.g. if you provide false or deceptive information about yourself or attempt to pose as someone else or defame/libel any party we will disclose such information about you in order to assist any type of investigation into your actions).
- We may share non-personal, non-individual information in aggregate form with third parties for business purposes, for example with advertisers or prospective advertisers on our website or we may tell our business partners or prospective business partners the number of customers in certain demographic groups who viewed, purchased, licensed or subscribed to certain content, material, products or services or share other statistical analyses. This does not involve disclosing any personal information which can identify any individual customer in any way.
- We may transfer our customer database, including personal information contained therein, to a third party who acquires all or substantially all of the assets or stock in our company or our website service whether by merger, acquisition, reorganisation or otherwise. They will be bound to protect your personal information to no lesser standard than we do so in this policy.
- Where a specific third party provider asks you to accept their own privacy policy, for example, any social media or payment provider.

7. Your rights over your Personal Information

You have the right to:

- Access your personal information that we have about you and to have us correct, update, restrict, anonymise, block or have us delete it (unless we are legally obliged to keep it);
- Withdraw your consent at any time to all or any particular service for example, remove your name from marketing material You may email us marketing@plastico.co.uk to unsubscribe.
- Request us to send you a copy, free of charge, of your personal information that we have about you;
- Request us to transfer your personal information to another person, organisation or business of your choosing.
- Make any complaint by contacting us at marketing@plastico.co.uk or the information commissioner, regulator or data protection officer in your country of residence if you do not believe that we have handled your personal information correctly or have another complaint.

In order to comply with any of the above requests, we will require you to identify yourself or if you have appointed an authorised third party to act on your behalf, then we will ask them to prove that they have your authority to act in this capacity.

All these requests should be directed to: marketing@plastico.co.uk

Website - terms & conditions

8. Links

Our website contains hyperlinks to other websites owned and operated by independent third parties. Please note that we are not responsible for the privacy practices of such other third party websites and advise you to read the privacy statements of each website you visit which collects your personal information. Your use of such third party websites is at your own risk.

9. Cookies and similar technologies

A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website from whatever device you are using. Pixel tags (also called web beacons) are small blocks of code placed on websites and e-mails.

We use cookies, pixel tags and other similar technologies to help us identify and track visitors, usage and access preferences for our website content, material, products and/or services including third party products and/or services and hyperlinks as well as track and understand, for example, an email campaign effectiveness and to deliver targeted material. These technologies enable our own system to recognise you when you visit our website again and improve our service to you and to help us give you the best customer/user experience possible with the best choice of content, material, products and/or services with speed, accuracy and relevance. Cookies may also be used to compile aggregate information about areas of our website that are visited most frequently. This traffic information can be used to enhance the content of our website and make your use of it easier. If you wish to reject our cookies and other similar technologies, you can activate the setting on your browser which will enable you to do so, for example:

Internet Explorer - <https://www.microsoft.com/info/uk-en/cookies.mspix> ;

Safari - https://support.apple.com/kb/ph19214?locale=en_US

Please note: If you do switch off these technologies, then it will affect how you view and use our website and some functionality will not be available to you. To find out more about using your browser settings to control cookies please visit: www.allaboutcookies.org

10. Updating our Privacy policy

We will update our Privacy Policy and procedures from time to time to make sure they properly, effectively and legally cover your personal information and are up-to-date. We will publish the updated policy on our website so please check it regularly. If there are changes which are important to bring to your notice we will advise you accordingly on our website and/or seek your further consent if so required by the applicable law.

11. Who we are and How to contact us

We are:

Plastico Ltd

You can contact us at:

Our registered Office and Trading Address which are at:

4th Floor, Chancery House, St. Nicholas Way, Sutton, Surrey SM1 1JB UK

We are registered in England - Company Registration Number: 1858859

Our VAT number is: GB 407484252

If you have any questions about our Privacy policy, please contact us at marketing@plastico.co.uk

Losses

We will not be responsible for any business loss (including loss of profits, revenue, contacts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website or when a contract for the sale of goods by us to you was formed. We do not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

Alteration of Services or Amendments to these Conditions

We reserve the right to make changes to our website, policies, and these terms and conditions at any time. You will be subject to the terms and conditions in force at the time that you use the website or that you order goods from us, unless any change to these policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void or for any reason unenforceable that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions. Governing law and jurisdiction These conditions are governed by and construed in accordance with the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.

The information contained on this website is given in good faith. Every endeavour is made to ensure accuracy but we can not accept responsibility for errors that arise in text or code numbers quoted. Photographs, colours and descriptions are representative.

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