

**ENGINEERING**  
PLASTICS & LAMINATES

## **TERMS AND CONDITIONS OF PURCHASE**

This page (together with the documents expressly referred to on it, including our Privacy Policy and Terms & Conditions) tells you information about us and the legal terms and conditions (“Terms”) on which we sell any of the products (“Products”) listed on any of our websites, including [www.aiplastics.com](http://www.aiplastics.com) (our “site”) to you through our online sales platform.

These Terms will apply to any contract between us for the sale of Products to you (“Contract”) to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms.

You should print a copy of these Terms or save them to your computer for future reference. We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in May 2014.

These Terms, and any Contract between us, are only in the English language.

### **1 Information about us**

1.1 We are Vink UK Limited trading as Ai Engineering Plastics & Laminates. We are registered in England and Wales under company number 1220776 and have our registered office at 24-30 Baker Street, Weybridge, Surrey, KT13 8AU.

1.2 To contact us, please see our Contact page.

### **2 Placing an order and how the contract is formed between you and us**

2.1 You can purchase our Products by proceeding through our secure checkout pages.

2.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

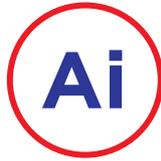
2.3 Your order constitutes an offer by you to purchase the Products in accordance with these Terms. You are responsible for ensuring that the terms of the order and any applicable measurements or specifications you provide are complete, accurate and adequately communicated to us.

2.4 After you place an order, you will receive an order confirmation email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 2.5

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2.5 We will confirm our acceptance to you by sending you another email that confirms that the Products have been dispatched (“Order Despatch Email”). The Contract between us will only be formed when we send you this Order Despatch Email.

2.6 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 12.5, we will inform you of this by email and we will not process your order. If you have already paid for the Product(s), we will refund you the full amount as soon as possible.

### **3 Our Products**

3.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer’s display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

3.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

3.3 The packaging of the Products may vary from that shown on images on our site.

3.4 If applicable, we will make the Products according to the measurements you provide us.

3.5 To the extent that the Products are to be manufactured in accordance with a specification supplied by you, you will be responsible for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with our use of such specification. This clause 3.5 shall survive termination of the Contract.

3.6 We reserve the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements.

3.7 All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### **4 Use Of Our Site**

Your use of our site is governed by our Use and Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

### **5 How We Use Your Personal Information**

We only use your personal information in accordance our Terms & Conditions. Please take the time to read this document, as it includes important terms which apply to you.

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## **6 If You Are A Consumer**

This clause 6 only applies if you are a consumer.

6.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

6.2 Certain Products on our site can only be purchased if you satisfy the legal age requirement or other restrictions for that product. We are not allowed by law to supply these Products to you if you do not satisfy these requirements. If you are underage or are caught by any of the restrictions, please do not attempt to order these Products through our site.

6.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **7 If You Are A Business Customer**

This clause 7 only applies if you are a business.

7.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

7.2 These Terms and any document expressly referred to in them, including our Privacy Policy, Terms of Website Use and Acceptable Use Policy constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

7.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

7.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## **8 Our Right To Vary These Terms**

8.1 We may revise and amend these Terms from time to time in the following circumstances:

8.1.1 changes in technology or payment methods;

8.1.2 changes in relevant laws and regulatory requirements ; and

8.1.3 changes in our system's capabilities.

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8.2 Every time you order Products from us and confirm your acceptance to the Terms by entering your password, the Terms in force at the time you submit your order will apply to the Contract between you and us, unless any change to those policies or the Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Confirmation Email (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven (7) working days of receipt by you of the Product).

8.3 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## **9 Your Consumer Right of Return and Refund**

This clause 9 only applies if you are a consumer.

9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, provided you have not used the product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 However, this cancellation right does not apply in the case of any made-to-measure, custom-made or customised products or other products excluded under these regulations.

9.3 Your legal right to cancel a Contract starts from the date of the Confirmation Email, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of fourteen (14) calendar days in which you may cancel, starting from the day after the day you receive the Products.

9.4 To cancel a Contract, please contact us in writing to tell us by sending an email to [enquiries@aiplastics.com](mailto:enquiries@aiplastics.com) or by telephone on 0161 727 0255. You may wish to keep a copy or note of your cancellation notification for your own records. If you call or email us to notify us of your cancellation, then your cancellation is effective from the date you telephone or email us.

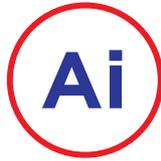
9.5 You will receive a full refund of the price you paid for any unused Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4, provided we have received the returned Products. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.

9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

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9.7 We refund you on the credit card or debit card used by you to pay.

9.8 If the Products were delivered to you:

9.8.1 you must return the Products to us as soon as reasonably practicable and, in any event within 30 days of your cancellation notification;

9.8.2 unless the Products are faulty or not as described (in this case, see clause 9.6), you will be responsible for the cost of returning the Products to us;

9.8.3 you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Confirmation Email.

9.10 If you are dealing as a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 10 Delivery

10.1 Your order will be fulfilled by the estimated delivery date set out in the Confirmation Email, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

10.2 Delivery will be completed when we deliver the Products to the address you gave us.

10.3 If no one is available at your address to take delivery, we will, where possible, leave the Products in accordance with your additional delivery instructions provided during the order process. If no additional delivery instructions are provided by you, we will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery and you will be responsible for any additional delivery costs.

10.4 The Products will be your responsibility from the completion of delivery.

10.5 You own the Products once we have received payment in full, including all applicable delivery charges.

## 11 No International Delivery

11.1 Unfortunately, we do not deliver to addresses outside the UK.

11.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

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## 12 Price of Products and Delivery Charges

12.1 The prices of the Products will be as quoted on our site. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 12.5 for what happens in this event.

12.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Confirmation Email.

12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

12.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site. To check relevant delivery charges, please refer to our Delivery Charges page .

12.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

12.5.1 where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

12.5.2 if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

## 13 How To Pay

13.1 You can only pay for Products using a debit card or credit card. We accept all major credit and debit cards.

13.2 Payment for the Products and all applicable delivery charges is in advance. Unless agreed otherwise, we will charge your debit card or credit card when we receive your order.

## 14 Manufacturer Guarantees

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

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14.2 If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **15 Our Liability If Your Are A Business**

This clause 15 only applies if you are a business customer.

15.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.

15.2 Nothing in these Terms limit or exclude our liability for:

15.2.1 death or personal injury caused by our negligence;

15.2.2 fraud or fraudulent misrepresentation;

15.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

15.2.4 defective products under the Consumer Protection Act 1987.

15.3 Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

15.3.1 any loss of profits, sales, business, or revenue;

15.3.2 loss or corruption of data, information or software;

15.3.3 loss of business opportunity;

15.3.4 loss of anticipated savings;

15.3.5 loss of goodwill; or

15.3.6 any indirect or consequential loss.

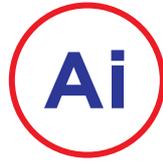
15.4 Subject to clause 15.2 and clause 15.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

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## **16 Our Liability If You Are A Consumer**

This clause 16 only applies if you are a consumer.

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

16.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 We do not in any way exclude or limit our liability for:

16.3.1 death or personal injury caused by our negligence;

16.3.2 fraud or fraudulent misrepresentation;

16.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

16.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

16.3.5 defective products under the Consumer Protection Act 1987.

## **17 Events Outside Our Control**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

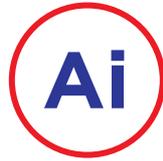
17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

17.3.1 we will contact you as soon as reasonably possible to notify you; and

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17.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## **18 Communications Between Us**

18.1 When we refer, in these Terms, to “in writing”, this will include email.

18.2 If you are a consumer:

18.2.1 To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by sending an email to [enquiries@aiplastics.com](mailto:enquiries@aiplastics.com) or by telephone on 0161 727 0255. You may wish to keep a copy or note of your cancellation notification for your own records. If you send us your cancellation notice by email, then your cancellation is effective from the date you sent us the email. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.

18.2.2 If you wish to contact us in writing for any other reason, you can send this to us by email or by pre-paid post to Ai Engineering Plastics & Laminates, Unit 15 Shield Drive, Wardley Industrial Estate, Worsley, Manchester, M28 2QB. You can always contact us using our Customer Services telephone line on 0161 727 0255.

18.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

18.4 If you are a business:

18.4.1 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, email, or posted on our website.

18.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, one Business Day after transmission; or, if posted on our website, immediately.

18.4.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

18.4.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19 Other Important Terms**

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

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19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise .

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

19.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

19.9 If any dispute arises in connection with these Terms, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. If such dispute is not resolved by mediation within 28 days of the commencement of mediation, or if either party refuses to participate in mediation, such dispute shall be finally resolved by arbitration under the Chartered Institute of Arbitrators Rules in force at the date of this agreement. It is agreed that the tribunal shall consist of one arbitrator, in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London. The seat of the arbitration shall be London, the law governing shall be English law, and the language of the arbitration shall be English.

19.10 We will not file a copy of the Contract between us.