



# General Terms and Conditions of Sale

## 1. INTERPRETATION

- (a) The Company shall mean JPS Machinery Limited.
- (b) The Purchaser shall mean the person, company, or firm to whom the quotation is addressed, or with whom a contract of sale is made.
- (c) The goods shall mean the goods specified in the quotation, or those which are the subject of a contract of sale.

## 2. FORMATION OF CONTRACTS

- (a) All contracts for the sale of goods by the Company (or the provision of services in so far as these conditions apply thereto) shall be deemed to incorporate these terms and conditions save as may have been agreed in writing by the Company prior to the acceptance of the quotation overleaf or the placing of any order with the Company.
- (b) All terms Conditions, guarantees or exceptions referred to by the Purchaser or contained in the Purchaser's order or in any other document. communication or letter are (unless previously agreed in writing in accordance with Clause 2 (a) above) hereby expressly excluded,
- (c) Offers or quotations made or given by the Company are not offers capable of acceptance to make a contract binding upon the Company. All order placed with the Company shall only become binding upon the Company upon their acceptance by the Company in writing to the Purchaser. Acceptance shall be deemed to be effective at the moment of posting or handing or leaving at the Purchaser's address a written communication to that effect (which time is hereinafter referred to as the formation of the contract).
- (d) No servant or agent of the Company has authority to give any representation guarantee or warranty relating to goods nor to agree to or accept any oral variation or addition to these conditions unless such variations shall be in writing signed by a Director of the Company prior to the formation of a binding contract.
- (e) Technical advice is given to the best of the Company, knowledge and based on the Company's research work and experience. No liability is accepted for data and information given with respect to suitability and application of the products and the Purchaser should not by reason thereof forego making their own tests and investigations. The Purchasers are responsible for ensuring that statutory and other official regulations are complied with when the product is used.

## 3. PAYMENT

- (a) Unless otherwise agreed in writing payment for the goods in full will be made in cash by the Purchaser immediately upon receiving the Company's Sales Invoice and payment shall be made notwithstanding any delay in delivery of the goods or any part thereof.
- (b) In the event of payment not being received (for whatever reason) within seven days of the sales invoice the purchase price shall carry interest at the rate of 2% per lunar month or any part thereof.



**3. PAYMENT** (Continued)

- (c) Title in the goods shall not pass to the Purchaser until the purchase price and any interest thereon shall have been paid in full. The Company shall have alien on the goods for any monies whatsoever owing to the Company by the Purchaser.
- (d) Unless otherwise agreed in writing the goods shall be at the Purchaser's risk from the formation of the contract.
- (e) In the event that the goods are in the possession of the Purchaser and title has not yet passed to him, the Purchaser shall insure and keep insured the goods to full price against all risks to the reasonable satisfaction of the Company until the date that title to goods passes to the Purchaser from the Company and shall if required produce a copy of their policy of insurance.

**4. THE PRICE**

- (a) The price of the goods shall be ex-works and exclusive of cost of carriage packing or value Added tax unless otherwise stated.

**5. DELIVERY**

- (a) The Company shall only be required to deliver the goods to the address (if any) stated in their quotation.
- (b) The Company may at its absolute discretion withhold delivery of the goods until payment in full in accordance with Clause 3 hereof shall have been made, together with all interest and the costs of delivery or carriage.
- (c) In the event of the Company delivering the goods or arranging delivery of the goods to the Purchaser the Company may at its discretion leave the goods at the address to which delivery was to be made without any liability for loss or damage or retain the goods in which latter event the Purchaser shall bear the cost of any second or subsequent delivery and any costs of storage.
- (d) Time shall not be of the essence of the contract with respect to dates of delivery. Where any quotation or written communication from the Company refers to a delivery date such date shall not form a part or term of the contract and the Company shall not be liable for any loss or damage occasioned by such delay.
- (e) In the event of the goods not being received within seven days of the Company's advice note, Purchaser shall forthwith notify the Company in writing.
- (f) Any damage, shortage or breakage in delivery must be notified by the Purchaser to the carriers and to the Company within 3 days of receipt of the goods by the Purchaser. The Company does not accept responsibility for loss or damage in transit.
- (g) Each delivery or deemed delivery shall constitute a separate contract with the Purchaser.
- (h) If at the request of the purchaser or as a result of the failure of the Purchaser to give full forwarding instructions the goods are not dispatched within fourteen days of the Company's notification that the goods are for dispatch then the Company shall be entitled to invoice and receive payment for the goods as though the Purchaser had taken delivery.



**5. DELIVERY** (Continued)

- (i) All dates for delivery are calculated on the basis that any goods or machinery to be supplied by the Purchaser for inclusion in the machines or for the purpose of testing will be made available to the Company at the time requested by the Company. Any expense incurred by the Company a result of the Purchaser failing to produce such goods or machinery at such time shall be chargeable to the Purchaser.
- (j) Notwithstanding that the Company may have delayed or failed to deliver the goods promptly the Purchaser shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within [3] months of the delivery date.

**6. GUARANTEES**

- (a) In the case of new goods supplied by the Company such goods are sold subject to the conditions of sale (if any) of the actual manufacturer and the Purchaser shall be entitled to such assignable benefits there under (if any) as the Company may receive under such Conditions of Sales.
- (b) In the case of any used or second-hand goods supplied by the Company (whether or not such goods shall have been reconditioned) the Purchaser shall be entitled to examine such goods prior to the acceptance of the Company's quotation. The Company shall be under no liability at any time for any defect in such goods. All sizes, dimensions, capacities, and other information given supplied or quoted by the Company are not warranted to be correct by the Company and should be verified by the Purchaser.
- (c) Save as provided in these Conditions the Company shall not be liable for any loss, damage, or delay whatsoever and howsoever the same may arise or be caused. All implied Conditions and warranties and other terms whether implied by Statute at Common Law or otherwise and whether as to quality, fitness for purpose, performance, merchantability or otherwise in relation to the goods and to the sale or supply thereof by the Company are hereby excluded.
- (d) The Purchaser shall not rely upon any representation concerning any goods supplied unless the same shall have been made by the Company to the Purchaser In writing and signed by a Director or other person duly authorized by the Company in any case where any trade description or other indication or representation is applied to any goods at the Purchaser's request. The Purchaser warrants that the same is true and accurate in all respects and that the sale or offer of sale of any such goods or materials by the Company will not give rise to an offence by the Company under the Trade Description Act 1968 or any statutory modifications or re-enactments thereof for the time being in force.
- (e) The Company will not enquire as to the purpose for which the goods are required by the Purchaser and the purchaser will ensure that the goods are suitable for such purpose so that its use will not constitute a breach of the provisions of the Health & Safety at Work Act 1974, or other Acts applicable at the time. The Purchaser will fit all guards or safety equipment which may be required and ensure that the said goods are not used or operated until the installation thereof complies in every respect with the requirements of the said Act.



## **7. PURCHASERS WARRANTY AND INDEMNITY**

- (a) Where the contract requires the Company to carry out work on site it shall be the responsibility of the purchaser to ensure:
- (i) the availability on site of all necessary equipment and facilities and the provision of reasonable access to the site.
  - (ii) that all licenses and consents necessary for the execution of such work have been obtained.
  - (iii) (so far as lies within his power) that all statutes, regulations, byelaws, and other lawful requirements relating to such work are observed.

that all equipment and other facilities provided by the Purchaser are safe and comply with all statutes and regulations relating there to (including the Factories Acts, The Health and Safety at Work etc Act 1974 and regulations made there under) and the Purchaser agrees to supply free of charge all safety and other equipment and other facilities necessary for such compliance.

- (b) The Company shall be entitled upon reasonable notice to require production by the Purchaser of any certificates or other documents relating to compliance by the Purchaser with such status and regulations.