

JB ENGINEERING (HATTON) LTD – TRADING TERMS AND CONDITIONS

These Terms and Conditions apply to all supplies of goods and/or services or any part of either of them provided by JB to the Customer unless otherwise agreed in writing by a duly authorised representative of JB Engineering (Hatton) Ltd. Note: JB Engineering (Hatton) Ltd to as referenced simply as JB in the rest of this document.

IMPORTANT: REPRESENTATIONS

JB Engineering (Hatton) Ltd's employees and agents are not authorised to make any representations in relation to goods or services offered by JB (unless that employee or agent provides written confirmation that they are a duly authorised representative of JB Engineering (Hatton) Ltd.

1. QUOTATIONS

A) Any quotation given by JB will only be binding if given in writing on JB notepaper (by a duly authorised representative of JB Engineering (Hatton) Ltd) and the quotation has not expired. A written quotation will be based on samples and materials provided and on the basis of instructions given by the Customer. JB reserves the right to amend any quotation given to reflect any incomplete, inaccurate or changed instructions or samples or materials given by the Customer. Any verbal quotation is an estimate only and will not be binding unless and until confirmed by JB in writing. Any quotation is valid for a period of 30 days only from its date of issue by JB (provided that JB has not previously withdrawn it and subject to the provision of condition 2 below and shall be deemed to be an offer by JB to provide goods and/or services upon these terms and conditions to the Customer. Any order made in respect of a written quotation shall be deemed to be acceptance of the offer set out in that written quotation by the Customer.

B) The Customer must ensure that any quotation it wishes to accept, its order and any applicable specification are complete and accurate. The quantity and description of the goods or services shall be as set out in JB Engineering (Hatton) Ltd's written quotation or the Customer's order as accepted.

C) Any Customer cancelling any order hereby agrees to indemnify JB in full against all losses, including loss of profits, costs including the costs of all labour and materials used until the date of cancellation.

D) JB reserve the right to cancel an order at any time prior to delivery upon notice to the Customer whereupon a refund of any monies paid to JB for the relevant goods and/or services will be promptly made.

PRICE

D) The price payable will (subject to condition 2) be as stated in JB written quotation and/or the order as accepted.

E) The price payable (unless specifically stated otherwise) is exclusive of: i) Cost of packaging and carriage of goods; and any value added tax or other applicable sales tax or duty; which shall be added to the sum in question.

PRELIMINARY OR PREPARATORY WORK

(F) For the avoidance of doubt, all services or goods supplied at the Customer's request including work and/or services of a preliminary or preparatory nature unless specifically stated otherwise are not complimentary.

2. PRICE VARIATIONS

A) If there is any increase or decrease in the cost to JB in providing/fulfilling the order due to:

i) Any factor beyond the reasonable control of JB Engineering (Hatton) Ltd, this includes (without limitation) increase in the cost of materials and other production costs;

ii) Any change in delivery, dates, quantities or specifications for the Order requested by the Customer;

iii) Any delay caused by any instructions of the Customer or failure of the Customer to give JB adequate information or instructions;

iv) any corrections, amendments and alterations in style or content to material provided by the Customer, other than typographical errors of JB Engineering (Hatton) Ltd, and for additional proofs necessitated thereby;

v) Additional costs incurred as a result of materials provided by the Customer proving unsuitable; the price/quotation shall be recalculated to take account of the resulting increased or decreased cost of meeting/fulfilling the order.

(B) Notwithstanding the provisions of condition 2(A) above:

(i) The relevant price/quotation shall only be adjusted upwards if, before JB has incurred the additional cost, it has notified the Customer in writing of such increase and the Customer has agreed to the increase in writing. If the parties are then unable to agree any such increase to the price then the order shall be cancelled and JB shall be entitled to invoice the Customer for all works, services or supplies carried out and/or made before the date of such cancellation.

3. DELIVERY, PAYMENT AND RISK

A) The Customer will take delivery of the goods and/or services within 3 days of JB giving it notice that the goods and/or services are ready for delivery/completed.

B) Any dates specified by JB for delivery of the goods or performance of the services are approximate only and may not be made of the essence unless specifically agreed by JB as such in writing. If no dates are specified, delivery will be within a reasonable time.

C) Subject to the other provisions of these conditions JB shall have no liability to the Customer for any loss including loss of profit, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or provision of the services.

D) Any delay or failure in delivery or performance will not

entitle the Customer to cancel the order unless and until the Customer, has given 5 days written notice to JB requiring delivery or performance to be made within a reasonable period and JB has not fulfilled the delivery or performed within that period. If the Customer cancels the order in accordance with this condition 4(D) then

i) JB will refund the Customer any sums which the Customer has paid to JB in respect of that order (or part of order) which has been cancelled; and the Customer will be under no liability to make further payments under condition 4(F) in respect of the order (or part of order) which has been cancelled and

ii) The Customer will be under no liability to make any further payments under condition 4(F) in respect of the order (or part of order) which has been cancelled.

E) If the Customer fails to take delivery of goods when they are ready for delivery or to provide any instructions, documents or authorisations required to enable the goods to be delivered on time (except where JB is at fault) risk in goods will pass to the Customer and the Customer hereby agrees to fully insure the same, the goods will be deemed to be delivered and (without prejudice to its other rights JB may store or arrange for the storage of the goods until actual delivery and charge the Customer for all related costs and expenses (including, without limitation, storage and insurance) it incurs.

F) JB may invoice the Customer:

i) For goods provided when or at any time after notifying the Customer that the goods are ready for delivery;

ii) For services provided on or at any time after performance of the services commences;

iii) notwithstanding the provisions in conditions 41(F)i and ii, in the event that an order is suspended or delayed as a result of any act or omission on the part of the Customer for a period in excess of thirty days, (for any part of the order which has been processed/delivered and/or performed.

G) Payment is due in pounds sterling, or such other currency agreed in advance by JB in writing, immediately after issue of such invoice or on credit terms agreed in writing with the customer. JB reserve the right to withdraw all credit facilities without prior notice.

(H) JB may deliver goods in separate instalments and/or perform any services in stages. Each separate instalment or stage shall be invoiced and paid for in accordance with the provisions of these terms and conditions. Each instalment or stage shall be a separate contract and no cancellation or termination under clause 4(D) of any one contract relating to an instalment or stage shall entitle the Customer to repudiate or cancel any other contract, instalment or stage.

I) all sums payable to JB under any order shall become due immediately upon termination/cancellation of the order.

J) All payments to be made by the Customer under the order shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

(K) If the Customer fails to make any payments when payment is due then without prejudice to any other right or remedy available to JB Engineering (Hatton) Ltd, JB shall be entitled to:

i) cancel the order or suspend any performance of the order;

ii) appropriate any payment made by the Customer as JB may think fit (notwithstanding any purported appropriation by the Customer;

iii) charge the Customer with all costs and expenses involved in collecting the overdue payment together with interest (both before and after any judgments) on the amount unpaid at the rate set out in the late payment of commercial debt act 1988.

L) Legal title in the Goods shall not pass to the Customer until JB receives payment in full (in cash or cleared funds) of all sums whether in respect of the goods, services or otherwise due owing or incurred including VAT.

4) WARRANTY

A) Where JB is not the manufacturer of the goods ordered or provider of the ordered services JB will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to JB Engineering (Hatton) Ltd.

B) JB warrants that (subject to the other provisions of these terms and conditions) upon delivery:

i) any goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994; and

ii) any services will be performed by appropriately qualified and trained personnel, with reasonable care and diligence

C) Upon delivery the Customer shall be required to check the goods and/or services immediately for any immediately apparent defects. JB shall not be liable for a breach of the warranty in condition 5(B) unless the Customer gives written notice of any apparent defect to JB within 7 days of the date of delivery and JB is given a reasonable opportunity after receiving the notice of examining such goods.

D) If the Customer makes a valid claim against JB based on a defect in the quality of goods, JB shall at its option repair or replace such goods (or the defective part), or refund the price of such goods at the relevant proportion of the price paid or payable. If JB complies with this condition it shall have no further liability for a breach of warranty in condition (B) in respect of the quality of such goods.

5. CUSTOMER'S OWN MATERIALS

A) JB may reject any unsuitable materials

B) Any Customer's artwork or other materials supplied to JB remain at the Customer's risk and JB accepts no liability for damage, destruction or loss thereof.

C) JB shall have a lien over any materials supplied to it by the Customer against payments of all monies due to it by the

Customer from time to time and shall be entitled (if any sum is not paid on the due date) to dispose of such property as JB shall in its discretion think appropriate towards settlements of the sums due, subject to reasonable notice having been given to the Customer of their intentions to dispose of such property.

6. COPYRIGHT

A) The Customer warrants that any design or other material furnished by it or any design material created by JB in response to the Customer's instructions will not cause JB to infringe any intellectual property rights of any third party or any legislation for the time being in force in the United Kingdom in the performance of the order.

7. DATA PROTECTION

A) The Customer warrants, in compliance with the Data Protection Act 1998, and any other relevant legislation, that it has obtained all necessary consents from data subjects for the use of such data subject's personal data which it requires JB to process in the provision of goods and/or services.

B) JB shall only process such personal data for the purpose of providing the services and/or goods in respect of the order

8. INSOLVENCY

The order will terminate immediately should the Customer become insolvent, full on become unable or admit in writing their inability to pay their debts, institute or have instituted against them proceedings seeking a judgment of insolvency or bankruptcy; have a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrative receiver or similar official in respect of its assets; enter into any arrangement or composition with its creditors; cease or threaten to cease to carry on any significant part of its business; suffer a change of management or ownership which JB deems to be against its interests.

9. TERMINATION

If the Customer is in breach of any of its obligations under these terms and conditions then JB may without prejudice to any of its other rights immediately suspend the performance of any order placed by the Customer and shall be entitled to charge the Customer, and the Customer shall immediately become liable to pay for any works, services and supplies already carried out (whether completed or not) including the cost of any materials purchased on behalf of the Customer.

10. WAIVER

Failure or delay by JB to exercise or enforce any rights hereunder shall be deemed to be a waiver of any such right not operate so as to bar the exercise or enforcement thereof us time or times thereafter.

11. ILLEGALITY AND SEVERANCE

If any provision of these terms and conditions is held by an competent authority to be invalid or unenforceable in whole or in part then that provision shall, to the extent required, be severed from the order and shall be ineffective without as far as possible modifying any other provision or part of the order.

12. ENTIRE AGREEMENT

These provisions constitutes the entire agreement between JB and the Customer and replace all prior agreements, understandings, statements and communications between JB and the Customer.

13. FORCE MAJEURE

JB will make every effort to carry out the Customer's instruction and the order but shall be under no liability if unable to carry out any provision of the order for any reason beyond JB control (without limiting the foregoing) including the inability to secure labour, materials on supplies, breakdown of machinery or as a result of the Act of God, war, labour dispute, fire, flood, drought, legislation, failure of power supply or any other cause beyond JB reasonable control. During the continuance of such instances the Customer may by notice in writing terminate the order and pay for works, services and/or supplies provided or used up to such notice but subject thereto shall otherwise accept delivery when available.

14. SUB-CONTRACTING

JB may assign, licence or subcontract all or any part of its rights or obligations under the order.

15. TRANSFER FEES

If JB introduces an employee or sub-contractor to your company and you subsequently decide to employ this person directly we reserve the right to charge a one off transfer fee. The transfer fee shall be our standard hourly charge out rate times by 320. No refund of the transfer fee will be paid in the event that the engagement subsequently terminates. Vat is payable on this fee.

16. GOVERNING LAW

The formation, existence, construction, performance and all aspects whatsoever of the order or of any term of the contract shall be governed by English Law. The English Courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the order.

I accept the above terms and conditions and understand that these will be applied to all orders placed with JB Engineering (Hatton) Ltd

– Credit limit £ incl VAT – Payment terms days from invoice month.

Signature:

Position in company (Owner / Director / Partner) Date ____/____/____