



## Standard Conditions of Sale Of Jack Nicholas Group Limited

1). **General**

The acceptance of this document includes the acceptance of the following terms and conditions.

2). **Definition**

In these conditions the seller shall mean Jack Nicholas Group Limited and the Customer shall mean the other party to this contract, referred to hereafter as the Customer. The Goods shall mean the products and services supplied by the seller and the Contract Price shall mean the Price of the Goods and Services invoiced by the Seller in accordance with Conditions number 4). of these conditions.

3). **Application**

- 3.1 All goods supplied by the Seller are supplied to these terms and conditions unless they are varied by an agreement in writing between authorised representatives of the seller and the Customer. In the event of Customers official order forms containing special printed conditions, it is understood that such conditions are only binding in so far as they are not a variance with our terms and conditions or agreements that have been confirmed in writing.
- 3.2 The Seller's employees or agents are not authorised to make and representations concerning Goods unless confirmed by the Seller in writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 3.3 In respect to the Goods that the Seller does not manufacture it is, accordingly, unable to advise the Customers on the fitness of the Goods for any particular purpose, unless the Seller gives written advice or a written recommendation, the Customer is entirely responsible for satisfying itself that the Goods are fit for the intended use either by relying on their own expertise or by obtaining professional advice.
- 3.4 Any advice or recommendation given by the Seller or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Customer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not confirmed.

4). **Prices**

- 4.1 The price payable for the Goods shall be the Contract Price plus and adjustment necessary to take account of any increase in cost incurred by the Seller prior to the date of despatch or Installation. Delivery charges and other expenses incurred by the Company may be added to the invoice, together with the addition of VAT.
- 4.2 Split deliveries as to time and or destination are liable to a surcharge.
- 4.3 Value Added Tax will be charged at the rate ruling at the date of supply.

5). **Delivery / Installation**

- 5.1 Any times quoted for delivery or Installation is to date from receipt by the Seller of a written order to proceed and of all necessary information to enable the work to be put in hand. Times of delivery or Installation are submitted without liability for delay whatsoever occasioned, but every effort will be made to maintain them.
- 5.2 The Customer shall be solely responsible for the unloading of the Goods if the Seller has delivered the Goods or for the loading of the Goods if the Customer is collecting the Goods and the Seller shall not be liable for any damage that occurs in the course of such loading or unloading.
- 5.3 If the Customer shall require proof of delivery or collection and such request for proof shall be notified in writing within 30 days of the date of the Seller's Invoice.

6). **Title and Risk**

- 6.1 Risk in the Goods shall pass to the Customer on delivery or Installation.
- 6.2 Notwithstanding delivery or Installation and the passing of risk in the Goods, the Goods shall remain the sole and absolute property of the Seller until such a time as the Customer shall have paid to the Seller in cash or cleared funds the purchase price of the Goods, together with the full price of any other Goods the subject of any other Contract between the Seller and the Customer whether or not due and owing and until such time the Customer...
- a). shall insure the Goods against the usual risks with an Insurance office of repute
- b). Shall store separately the Goods or in some other way ensure that the Goods are readily identifiable as the property of the Seller.
- c). Irrevocably authorises the representatives of the Seller at any time in circumstances premises where the Goods are or are thought by the Company to be stored and / or Installed for the purpose of repossessing the Goods.
- d). shall keep and retain the Goods free from any change lien or encumbrance thereon.

- 6.3 Subject to the terms hereof, the Customer is licensed to re-sell or use the Goods in the ordinary course of its business provided that any sale of the Goods shall take place as Bailee for the Seller and that the entire proceeds of sale are held in trust for the Seller and are not mingled with other monies or paid into any overdrawn bank account.
- 6.4 The Seller's right to possession of the Goods shall cease if the provisions of Conditions number 9). Shall apply to the Customer.
- 6.5 If payment for the Goods is overdue in whole or in part the Seller may, without prejudice to any other rights or remedied, recover and / or sell the Goods or part thereof and shall be entitled to enter the Customer's premises or site for that purpose.

7). **Claims**

Any claims in respect of alleged shortages or damage must be notified to the Seller in writing within three (3) days of delivery. Evident damage to external packing must be subject of an endorsement of the Seller's delivery note at the time of delivery.

8). **Payments**

- 8.1 Unless otherwise agreed, payment shall be due 30 days from date of Invoice.
- 8.2 In the event of non-payment within the time stipulated a charge as detailed in line with The Late Payment of Commercial Debts (Interest) Act 1998 will be due from the Customer from the date when payment was due until the date of actual payment. (Whether before or after Judgement).
- 8.3 The Seller shall be under no obligation to make any delivery if the Customer is in breach of any of these Conditions of Trading.
- 8.4 The Seller shall at any time be entitled to deduct from or set-off against monies payable by it to the Customer such sums which the Customer owes to the Seller.
- 8.5 The Customer may only deduct from or set-off against monies payable by it to the Seller such sums which the Seller owes the Customer if the Seller has agreed in writing to such deduction or set-off and the amount thereof.
- 8.6 The Seller shall be entitled to invoice the Customer for the price of the Goods on or at any time after acceptance of the order or the date for delivery of the Goods or the date for collection of the Goods.
- 8.7 The Customer shall pay the price of the Goods within the terms of the Seller's invoice notwithstanding that delivery or collection of the Goods may not have taken place or that property in Goods has not passed to the Customer.
- 8.8 Non-payment on a due date will entitle the Company to demand payment of all outstanding balance under the Contract or any other Contract between the Seller and the Customer whether or not and / or cancel any outstanding orders without prejudice to any other rights it may have.

9). **Default or Insolvency of Customer**

9.1 This condition applies if...

- a). The Customer is in breach of any of its obligations under these Conditions: or
- b). The Customer has a receiving order in bankruptcy made against him or makes any arrangement with his creditors or, being a Company, has a receiver, liquidator, administrator, supervisor or administrative receiver appointed over its property or assets or any part or if any order shall be made or any resolution passed for winding up the Customer, or
- c). The Customer ceases, or threatens to cease to carry on business; or
- d). The Seller reasonably considers that any of the events mentioned above will occur.

9.2 If this condition applies then the Seller may, without prejudice to its other rights or remedies, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Seller and the Customer without any liability attaching to the Seller in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.

10). **Guarantee**

10.1 The Seller undertakes (at its option) to repair or replace free of charge any Goods which are shown to be defective in materials or workmanship within 12 months of delivery. In the case of goods not manufactured by the Seller, the Customer is entitled only to such benefits as the Seller may receive under any guarantee given by the manufacturer of the goods.

10.2 The Seller shall be under liability under Condition 11.1 if...

- a). The Customer has not paid in full for the Goods; or
- b). The Customer has executed or attempted to execute repairs or alterations to the Goods which are not authorised by the Seller; or
- c). The Seller has not been notified of any defect in the Goods within one month of the defect becoming apparent.

11). **Exclusion of Liability**

11.1 The Seller's guarantee is provided by the Seller and accepted by the Customer in substitution for all express or implied representations, conditions and warranties (statutory or otherwise) as to the state, quality, fitness for purpose or performance of the Goods.

11.2 Except for any liability which it may incur for death or personal injury resulting from the Seller's negligence, the Seller shall not be liable in any way whatsoever, whether in contract, in tort, in misrepresentation or otherwise for any consequential or loss, damage or injury, however caused which may arise out of or in connection with the supply of Goods.

- 11.3 The Seller's liability under these conditions shall be limited to the contract price.
- 11.4 In no circumstances shall the Seller have any liability whatsoever for any advice or design provided to the Customer, unless the same is in writing on the Seller's headed paper following receipt of a suitable written specification from the Customer. The Customer shall be responsible for checking and confirming that details of materials estimated by the Seller are correct and no responsibility shall be taken by the Seller for errors in quantities provided by it. Manufacturers' specifications and product details will be supplied at the request of the Customer, but the Seller will accept no liability for errors or miss-statements contained therein. In no circumstances does the Seller undertake any liability for checking or approving the specification for the Goods provided by the Customer.

12). **Reservations**

- 12.1 The Seller reserves the right to vary deliveries and to make deliveries by instalments as it may deem necessary having regard to availability of supplies and changes in manufacturers specification.
- 12.2 Each delivery of Goods to the Customer shall constitute a separate contract to which the conditions shall be applied.

13). **Legal**

- 13.1 The Customer agrees that no oral representation have induced him to enter into the Contract or form any part thereof. Furthermore, the conditions of the Customer's purchase order shall not form part of the Contract unless expressly agreed by the Seller in writing.
- 13.2 This Contract shall be governed by English Law and the Customer hereby agrees to submit to the jurisdiction of the English Courts to which all disputes hereunder shall be referred.
- 13.3 The Seller Shall not be in breach of Contract if the performance of the Contract is delayed or otherwise affected by circumstances beyond the reasonable control of the Seller. In particular, no liability shall rest with the Seller in respect of any late deliveries or failure to deliver arising from shortages of supplies or transportation delays beyond its control.

14). **Clarification**

Any Variations to these Conditions will only be accepted if confirmed in Writing by a Director of the Seller.