



1 Interpretation

1.1 In these Conditions:

'BUYER' means J & P SUPPLIES LIMITED whose registered office is at Junction Road, Audnam, Stourbridge, West Midlands DY8 4YH (registered in England & Wales under number 00438581)

'CONDITIONS' means the standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

'CONTRACT' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services

'DELIVERY ADDRESS' means the address stated on the Order or such other location as agreed between the Buyer and the Seller

'GOODS' means the goods (including any instalment of the goods or any part of them) described in the order

'PRICE' means the price of the Goods and / or the charge for the Services

'SELLER' means the person so described in the Order

'SERVICES' means the services (if any) described in the Order

'SPECIFICATION' include any data drawing, print, sample or other information relating to the Goods or Services

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

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

2 Basis of purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these conditions.

2.2 These Conditions shall apply to the contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the order is accepted or purported to be accepted by the Seller

2.3 The Buyer may treat an Order as lapsed unless it has been unconditionally accepted by the Seller within 7 days of its date

2.4 No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller

3 Specifications

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer and returned to the Buyer upon completion of the Contract. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract

3.3 All goods supplied must comply with all applicable safety standards relevant to the supply of Goods or Services.

4 Price

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise stated shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice);

4.1.2 inclusive of all charges for drums, containers, packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax

4.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer.

5 Terms of payment

5.1 Except in respect of Goods delivered to the Buyer in a sale or return basis, (when the Seller shall only be entitled to invoice after it has received notification that the Goods have been sold by the Buyer) or in respect of Goods delivered subject to performance tests (when the Seller shall only be entitled to invoice after it has received notification that the performance tests have been satisfactorily completed) the Seller shall be entitled to invoice the Buyer on or at any time after the delivery of the Goods or the performance of the Services, as the case may be, and each invoice shall quote the number of the Order in full.

5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer or any group or associated company of the Buyer by the Seller.

6 Delivery

6.1 The Goods shall be delivered to and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours. The seller shall provide the Buyer with a detailed note on or before the date of delivery of the goods stating the method of transport and the order number.

6.2 Where the date of delivery of the Goods and of performance of the Services is to be specified after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time and delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 If the Seller Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.

6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract or which do not conform to the required Specification, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. In such circumstances, the Buyer shall be entitled to return the Goods to the Seller at the Seller's risk and expense and either to cancel the Contract or require the Seller to replace such Goods. The Buyer also reserves the right to claim the cost incurred by the Buyer in making good defects in such Goods in addition to any other right the Buyer has arising therefrom.

6.6 The Seller should arrange for all delivery notes to be produced for signature by the Buyer or his authorized representative/s only. For the avoidance of doubt delivery notes signed by any other party are unacceptable evidence of delivery of the Goods.

6.7 The Buyer will endeavour to notify the Seller of any Goods incorrectly delivered or damaged in transit, but will not be responsible for giving notice to the carrier of any such occurrence.

7 Risk and Property

7.1 Subject to clause 7.3 below, risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 Subject to clause 7.4 and 7.5 below, the property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

7.3 The Buyer may take delivery of Goods either (i) on a sale or return basis or (ii) subject to satisfactory performance tests being carried out in the presence of the Buyer's engineer in accordance with the Contract. Any Goods delivered to the Buyer on such bases shall remain at the risk of the Seller until such time as either (i) the Buyer has sold such Goods or (ii) tests have been carried out to the satisfaction of the Buyer's engineer, as the case may be.



- 7.4 The property in Goods delivered on a sale or return basis shall pass to the Buyer immediately prior to the sale of such Goods by the Buyer to a third party. If any such Goods are not sold by the Buyer within 12 months of the date of their delivery to the Buyer, then the seller shall be entitled to request return of such unsold Goods.
- 7.5 The property in Goods delivered subject to satisfactory performance tests shall pass to the Buyer on completion of such tests to the satisfaction of the Buyer.

8 Warrants and liability

- 8.1 The Seller warrants to the Buyer that the Goods:
- 8.1.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller at the time the order is placed;
- 8.1.2 will be free from defects in design, material and workmanship;
- 8.1.3 will correspond with any relevant Specification or sample; and
- 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 The Seller warrants to the Buyer that the services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:
- 8.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or
- 8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.
- 8.3.3 to require the Seller to compensate it for all and any consequential loss or damage suffered as a result of the Seller's failure to supply the Goods or the Services in accordance with the Contract
- 8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 8.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services.
- 8.4.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- 8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 8.4.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods; and
- 8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 8.5 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:
- 8.5.1 Act of God, explosion, flood, tempest, fire or accident;
- 8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 8.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.5.4 import or export regulations or embargoes;
- 8.5.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Seller or the Buyer or of a third party);
- 8.5.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.5.7 power failure or breakdown in machinery.

9 Termination

- 9.1 The Buyer shall be entitled to cancel the order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
- 9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- 9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
- 9.2.3 the Seller ceases, or threatens to cease to carry on business; or
- 9.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10 General

- 10.1 The order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.5 These Conditions are in addition to, and not in substitution for, the Buyer's statutory and other legal rights.
- 10.6 The Contract shall be governed by the laws of England, and the Seller agrees to submit to the exclusive jurisdiction of the English courts.