

TERMS & CONDITIONS OF SALE

1. DEFINITIONS/INTERPRETATION

In these conditions the following expressions shall, unless the context requires have the following meanings;

“(The) Company” Jones Nuttall Ltd referred to as Jones Nuttall within these terms & Conditions

“(The) Customer” The person or firm or company purchasing products or goods or services from Jones Nuttall

“(The) Purchaser” The person or firm or company purchasing products or goods or services from Jones Nuttall

“(The) Conditions” The terms and conditions of Jones Nuttall herein contained relating to the supply of products, goods or services.

“(The) Order” The order placed by the Customer for the supply of products, goods or services.

“(The) Schedule” Means any schedule attaching to a contract and which is entitled First Schedule, Second Schedule and so on, Addendum or Appendix

“(The Contract)” means any contract formed between the Customer and the Company.

“(The Sub-Contractor)” means an individual or a [business](#) that signs a [contract](#) to perform part or all of the obligations of another’s contract. A subcontractor is a person/business who is hired by Jones Nuttall to perform a specific task as part of the overall contract.

“(The Goods)” means any article, material, merchandise or commodity supplied by Jones Nuttall.

“(Free Issue materials)” means any article, material, merchandise or commodity supplied either by the company, purchaser or the customer without charge.

2. CONDITIONS

In these conditions of sale, “The Company” means Jones Nuttall Limited and “The Customer” means the Person or Company to whom this document is addressed. Unless otherwise expressly agreed in writing by a director of the Company these Conditions are the only terms on which the Company accepts any order. These Conditions apply to all orders, whether or not these Conditions were specifically referred to at the time of ordering, to the exclusion of all other terms and conditions including any contained in an acceptance of a quotation, a form of order or any other document issued to the Customer. Further, no condition, statement or representation contained in any advertisement or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any trade association or other body, or which would or might but for this Condition be implied or incorporated by custom or trade, usage, negotiations, course of dealings or otherwise shall be deemed to be incorporated in the Contract and all of the same are hereby expressly excluded from the Contract. Delivery of the Goods to the Company or collection of the Goods by the Company (as the case may be) shall be deemed to be conclusive evidence of the Customer’s acceptance of these Conditions.

The Company and the Customer acknowledge that these Conditions have been given due consideration and that they are considered fair and reasonable by the Company and the Customer. Each order placed by the Customer shall be deemed to be an offer by the Customer to purchase products, goods or services subject to these conditions. No order placed by the Customer which the Company has accepted may be cancelled or varied by the Customer except with the written agreement of the Company. The Customer shall be liable for all losses (including loss of profit, costs, damages, charges and expenses) suffered or incurred by the Company as a result of such cancellation or variation.

3. LEGAL STATUS

In the event that a dispute arises between The Company and The Customer then English Law would govern these Conditions of Sale.

4. QUOTATIONS

- (a) Unless previously withdrawn, the Company's quotations are only open for acceptance within thirty days from the date thereof. At the expiry of this period the said quote would become null and void. The Company would only re-quote at the request of The Customer.
- (b) Specifications, descriptions and illustrations contained in the Company's catalogues, brochures or other advertising materials in whatever form, whether hard copy format, electronic format, or otherwise, are intended to give only a general idea of the products, goods and services, no such specifications, descriptions or illustrations shall form any part of the Contract or form any warranty or representation by the company. Though every care will be taken by The Company to give accurate information in quotations this accuracy cannot be guaranteed; and as such will not place The Company under any liability to The Customer.
- (c) The Company may make any changes to the specification, materials or finishes which are required to conform to any applicable safety or other statutory requirements.
- (d) The Company's quotation place The Customer under no contractual obligation.
- (e) In addition to the amount specified in the quotation the following shall be payable if appropriate:
Any applicable value added tax, packaging, insurance, freight, travel costs, bank charges, storage charges and disbursements incurred on behalf of the Customer, whether on the Company's premises or elsewhere.
Insurance incurred by the Company, in its absolute discretion, in respect of any property belonging to the Customer in the possession of the Company; any additional costs incurred by the Company in the accordance with the Conditions; and any special standards or specifications required for the Order.
- (f) Prices quoted by The Company are for the quantities of goods specified shall apply only to orders of those quantities; any change in quantity or amendment to the Order would make it necessary to re-quote.

5. TRANSPORTATION OF GOODS

Charges for carriage, packing and handling are included in the quotation unless otherwise stated. Storage, customs clearance, customs duties and insurance are payable by the Customer. If the price quoted by the Company includes transport of the Goods to and from the Company's work, the Company will arrange transport by whatever method the company considers appropriate (which may be transport by a third party carrier, rather than the Company) The Company will insure the Goods during such transport to a value of £200,000 per vehicle per consignment if such Goods are transported by the Company's own vehicles (but not if the Goods are transported by vehicles of a third party carrier where such Goods shall be carried at the Customers risk) and the Company shall only be liable for the loss or destruction of or damage to the Goods in transit carried on the Company's vehicles as a result of the Company's negligence to a limit of £200,000 per vehicle per consignment and shall not be otherwise be liable for any loss or destruction of or damage to the Goods in transit.

For repairable items the Customer shall be responsible for the adequate packing of the Goods to protect them in transit against weather conditions, impact damage and other transport risks and for the provision of suitable pallets and other containers. The Customer shall use such packing materials as are suitable for re-use by the Company where the Company is responsible for delivering the Goods to the Company. No warranty whatsoever is given by the Company that packing materials, cases, cartons and pallets will be returned to the Customer but wherever possible these will be returned to the Customer with the Goods.

6. ORDERS

- (a) Orders can only be accepted if an order number is given and/or the name of an authorised member of The Customer's personnel via a 'letter of intent'.
- (b) Orders placed by The Customer can only be cancelled with the written consent of the Company, such consent will usually be given upon terms that The Customer shall reimburse The Company for any loss or expense caused by cancellation.

7. CONTRACT PRICE AND VARIATION IN PRICES

Issue 2 November 2017

Jones Nuttall
PRECISION ENGINEERING

ISO 9000 and Link Up Approvals
Company Reg. No. 1248712 (London)
Vat No. GB305 374 183



The Contract Price is based upon the provision of Goods and services (if any) set out in the Contract. Unless otherwise stated, any variations to the requirement for such Goods and/or Services shall be a variation to the Contract entitling the Company to vary the Contract price and delivery arrangements (to the extent the Company accepts such variation). If by reason of change to, or introduction of or change in interpretation or effect of statute, regulation, by-law or similar instrument or code of practice, the cost to the Company of performing the obligations under the Contract shall be increased, then the Company's fair and reasonable estimate of such increase shall be added to the Contract Price.

In the event of suspension of work on the Goods at the Customer's request or as a result of the inadequacy or inaccuracy of the Customer's instructions, any price quoted by the Company may be increased to cover any additional costs or expenses incurred by the Company as a result thereof. If the Customer does not indicate to the company plainly and correctly the type of Goods, including all relevant specifications of the Goods and fails to give to the Company correct and complete instructions including the specification, the Customer shall be liable for any additional costs or expenses incurred by the Company and any loss of profit, loss of business or loss of use of plant or equipment suffered by the Company whether as a direct or indirect result thereof.

Where the Purchaser provides plans, drawings or other specifications and such plans, drawings and other specifications are incorrect, inadequate or lead in any way whatsoever to delays in the supply of Goods and/or performance of services under this Contract, the Company shall be entitled to vary the Contract price and delivery arrangements. Unless otherwise stated, where applicable, fluctuations in overseas exchange and customs duty rates between the date of quotation and date of importation shall be to the account of the Purchaser. For the purpose of calculating overseas currency variation changes, the date of importation is defined as being the date of clearance of the Goods through customs. When prices are quoted which include delivery to and/or collection of the Goods from any delivery address outside the United Kingdom, any increase in insurance, packing or freight costs, import duty, internal taxes or any other charges incidental to the delivery of the Goods between the date of the Contract and the date of delivery and/or collection, as the case may be, together with all costs of any trans-shipment and/or deviation of voyage shall be paid by the customer. The Customer shall be liable for all costs, charges and expenses whatsoever in connection with the opening, advising, confirmation, negotiation and operation of any letter of credit, the transfer of cash to the Company and/or the release of any shipping documents.

8. CARRYING OUT WORK

Any times quoted for work and/or for collection and/or delivery of the Goods are estimates only and the time shall not be of the essence in the respect thereof. Any times quoted shall run from receipt of the Order by the Company and of all information required by the Company in order to facilitate the Order.

In any event, the time for completion of the Order shall be extended by a reasonable period if completion of the Order is delayed as a result of the nature or lack of instructions from the Customer, or by any cause beyond the Company's control.

The Company may at its sole discretion, undertake to give priority in carrying out a particular Order. A surcharge may be imposed by the Company for the carrying out of priority work. Details of these arrangements will be issued by the Company on request.

9. FORCE MAJEURE

If the company is in any way prevented from or delayed in performing any of the Company's obligations under the Contract by reason of decisions or actions of any Government or other authority, war, or threat of war, fire, explosion, material damage to or failure of plant and equipment, severe weather conditions, material shortages or inadequacies, interruption or reduction in communications, delay or reduction of availability of transport, power or utilities, failure or delay in obtaining materials required for the Goods, any strikes, lock-outs or industrial disputes (whether or not involving the Company's workforce), accident or any other cause beyond the Company's control, the Company shall be entitled at the Company's absolute discretion partially or totally to suspend performance of the contract for a period equal to the delay caused by such events and shall not be liable in any way for such failure to perform its obligations under the Contract or for such a delay.

If the period for performance of the Contract is extended as a result of such suspension by more than one month the Contract may be terminated by the Company or the Customer by written notice to the other but such termination shall be without prejudice to the Company's rights to take delivery of and/or collect any Goods and to pay for such Goods as are or may be available for delivery and/or collection and without prejudice to any rights which may have accrued to either party prior to the date of such termination. Furthermore if the Company is unable to meet the demands of any Customer as a result of any such event the Company may allocate the available capacity among its Customers as the Company in its absolute discretion considers fit and without incurring any liability whatsoever to any Customer.

10. PAYMENT TERMS

Unless otherwise agreed in writing by the Company, payment in full in cleared funds of all sums due under the Contract shall be made in pounds sterling (or such other currency as the Company shall specify) on the 30th day of the month following the month of the date of the invoice issued by the Company. Time for payment shall be of the essence. Without prejudice to the Company's other rights and remedies, interest shall be payable at the rate of 4% per annum above the base rate from time to time of the main bank of the Company and shall accrue from day to day on all overdue payments (after as well as before judgement and in default of payment being made on time the Company may: suspend any further works or services being carried out for the Customer, alter or withdraw credit terms, and amend terms, prices or service levels.

Any payments due under the Contract shall be made in full without deduction whether by way of set off, counterclaim or otherwise unless otherwise agreed by the Company in writing or unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

Where the Company specifies that payment will be made by letter of credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional letter of credit with or confirmed by a bank in England satisfactory to the Company. No delivery or collection of Goods will take place until such a letter of credit has been opened and the Company is satisfied with all arrangements relating thereto. If for any reason the bank in question is liable to make payment to the Company under any letter of credit and fails to do so the Customer shall nevertheless remain liable to pay for the manufacture of the Goods. Each Contract shall be subject to the Company being satisfied as to the Customer's credit status both prior to and during the Contract period. If the Company becomes dissatisfied with the Customer's credit status at any time, the Company may suspend performance of the Contract or withhold delivery of the Goods until the Customer satisfies the Company as to the Customer's creditworthiness or gives the Company such security as the Company shall deem appropriate.

11. DUTIES & RESPONSIBILITY

The Company warrants that it will carry out its obligations under the Contract in good faith and with reasonable care and skill and in accordance with any agreed specification. This warranty shall be the only warranty given in respect of such obligations. Subject to condition 1 below, all other conditions and warranties expressed or implied by statute, common law or otherwise are hereby excluded.

Subject to condition 1 below, the company shall not in any event be liable for any breach of the warranty given above or for any breach of the Contract or breach of statutory duty or tort (including but not limited to negligence) misrepresentation or otherwise including, without limitation, for any damage to or loss of Goods as a result of manufacture by the Company.

Unless the Customer checks the quantity and quality of Goods delivered to or collected by the Customer forthwith and notifies the Company in writing of any alleged shortfall of, damage to or incorrect manufacture within 14 days thereafter in the case of defects which are reasonably obvious on inspection; and unless the Customer thereafter affords the Company a reasonable opportunity to inspect the relevant goods and if so requested by the Company returns the allegedly damaged Goods to the Company's works at the Customer's expense for inspection to take place there; and unless the Customer has made no use of the Goods alleged to be damaged after it discovers or ought reasonably to have discovered that such Goods were damaged; and unless the Goods have not been subjected to misuse or improperly or incorrectly stored after delivery to or

collection by the customer; and for any breach of the warranty given above; and for any breach of the Contract.

The Company shall not under any circumstances, whether in contract, tort (including negligence), breach of statutory duty or otherwise be liable for any loss of profit, loss of use, loss of business, loss of market, loss of contract, loss of revenue, loss of anticipated savings or loss of goodwill (whether arising as a direct loss or an indirect loss) or for any indirect or consequential loss, injury or damage of any kind whether caused by negligence or otherwise howsoever and whether or not such loss has been suffered by the Customer or by some third party to whom the Customer may be liable.

Subject to the other provisions of the Conditions any claim by the Customer against the Company shall be made in writing and notified to the Company within 365 days of the completion of the Order under the Contract by the Company to the Customer.

Goods are and remain at all times whilst at the Company's works and during transportation to and from the Company's works at the entire risk of the Customer who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance.

1. Nothing in these conditions shall include or restrict the Company's liability:

For breach of the Company's obligations arising under section 12 of The Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, for personal injury or death resulting from the Company's negligence; under section 2 (3) of the Consumer Protection Act 1987; for any matter which it would be illegal for the Company to exclude its liability; or for fraud or fraudulent misrepresentation.

The Customer acknowledges that the above provisions of this Condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.

12. WARRANTY

(a) The Company warrants that

- (i) Goods shall be free from defects in materials, workmanship and shall conform to drawings supplied.
- (ii) The Services shall be provided using all reasonable skill and care.

(b) The Company shall at its own cost correct any deficiencies, defects, errors or omissions (all referred to herein after as 'Defects') in or from the Goods and /or Services which breach such warranty and which are notified to the Company within (12) months from the date upon which the whole Goods and Services are first delivered (unless otherwise agreed) provided that the Defects do not arise by reason of:

- (i) Error or omission of the Purchaser.
- (ii) Failure to use the Goods or Services in a manner that is normally expected to be done with or in relation to the Goods; or
- (iii) failure to store or transport the Goods in a manner that is normally expected to be done with or in relation to the Goods; or
- (iv) failure to comply with any instructions or warnings in relation to the Goods or Services
- (v) repairs or alterations to the Goods by the Purchaser or its contractors
- (vi) failure to provide routine maintenance of the Goods

(c) In correcting the Defects the Company may elect, at its sole discretion, to re supply, replace or repair any defective Goods or Services. The Company shall not be responsible or liable for the cost of removal or installation of the defective Goods. Any defective Goods shall be promptly returned to the Company's works at no cost to the Company. In the case of Goods and Services not originally manufactured by the Company, the Purchaser will only be entitled to such warranty and like benefits as are received by the Company in respect of such Goods and Services. Re supply, replacement or repairs under warranty will not be provided by the Company where the seals are

broken, serial number or identification mark of an item has been removed or altered or where Goods supplied by the Company have been interfered with in any way.

(d) Any Goods repaired shall have their warranty extended by three months or until the expiry date of the original warranty period, whichever is the later. The warranty extension on repaired Good extends only to the part of the Goods which were repaired. The warranty is not extended to subsequent faults which are unrelated to the original fault(s). Under no circumstances will the warranty of the Goods be extended beyond twelve months after the expiry date of the original warranty period. Should any Defects be attributed to causes outside the scope of the warranty, then the full costs of any handling, assessment and repair shall be chargeable to the Purchaser's account at the Company's normal rates.

(e) This warranty is in place of and excludes all other warranties and legal liability in relation to delay in delivery arising from any cause whatsoever nor will any delay entitle the Purchaser to terminate or rescind the Contract unless such a delay exceeds 180 days.

13. SUB-CONTRACTING AND ASSIGNMENT

The company may sub-contract the whole or any part of the Contract (unless specifically instructed otherwise in writing by the Customer, at or prior to the time the Contract is made) The Company may also store all or any part of the Goods on premises other than the Company's premises.

The Company may assign, delegate, license, or hold on trust all or any part of its rights or obligations under the Contract.

The Contract is personal to the Customer which may not assign, delegate, and license or hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

14. INDEMNITY BY CUSTOMER

The Customer will indemnify and keep indemnified the Company in full from and against all direct, indirect and consequential liability, loss, damages, injury, costs and expenses (including legal expenses) awarded against or suffered or incurred or paid by the Company arising out of or as a result of or in connection with;

Any claim that the Goods infringe any British or foreign patent, copyright, registered design, design right, trade mark, or other intellectual property right of any third party;

Any claim made against the Company in respect of any liability, loss, damage, cost or expense suffered or incurred by the Company's employees or agents to the extent that such liability, loss damage, cost or expense was caused by, relates to or arises out of or in connection with the Goods;

Any claim made against the Company by any third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises out of or in connection with the goods and/or the manufacture thereof by the Company.

15. TOOLING & JIGS

Any tools or jigs made by the Company for the purpose of the Contract shall remain the Company's property notwithstanding that the cost thereof may be included in whole or in part in the price charged for the Goods. All drawings and information relating to such tools and jigs remain the Company's property and the copyright therein remains vested in the Company and the Customer undertakes that it will not copy or make use of such tools, jigs, drawings or information for the benefit of itself or any third party without the Company's prior written consent.

16. LIEN

The Company shall in respect of all sums due owing from the customer under the Contract or any other contract between the Customer and the Company have a general lien on all Goods and property of the Customer in the Company's possession (not withstanding that some of the Goods may have been paid for) and shall after the expiration of 14 days' notice to the Customer be entitled to dispose of such Goods and property as it deems fit and apply the proceeds towards such sums.

17. CONFIDENTIAL INFORMATION

All specifications, drawings, technical descriptions and details of the work submitted with the Company's quotation or otherwise supplied to the Customer pursuant to the Contract are supplied in confidence. The Customer shall keep the information confidential and shall not (save as required by law or unless the same is already in the public domain other than as a result of the default of the Customer) disclose the same to any third party without the Company's prior written consent and shall use the same only for the purposes of the Contract.

All inventions or new processes arising from the Contract and any applications for patents or similar protection, whether in the United Kingdom or elsewhere shall be the property of the Company.

Nothing in this Condition shall prevent the Company from undertaking or offering to undertake for third parties any work or services similar to or designed to achieve the same results as the work or services provided under the Contract.

18. TERMINATION

The Customer cannot terminate the Contract without the written consent of the Company which may be subject to such terms, as in the Company's absolute discretion, recompense the Company for all loss it may suffer as a result of such termination.

1. The Company shall be entitled, without prejudice to any of its other rights, to terminate the Contract or any other contract with the Customer forthwith by notice to the Customer.

If the Customer (whether under the Contract or any other contract between the Customer and the Company) is overdue with any payment or commits any breach of contract which is incapable of remedy or which (if the same is capable of remedy) the Customer fails to remedy following the Company's written notice to do so within the period specified in the said notice, or if any distress or execution shall be levied on the Customer's assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commits an act of bankruptcy or if any petition or receiving order in bankruptcy or any administration order shall be presented or made against the Customer or, where the Customer is a limited company, any resolution or petition to wind up the same (other than for the purposes of reconstruction or amalgamation of a solvent company) shall be passed or an administration order made or if a receiver, manager, administrative receiver or administrator is appointed in respect of the Customer's assets and undertaking or any part thereof or if the Customer ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or if the Company reasonably apprehends any of the events mentioned above.

2. The Company shall without prejudice to its right to terminate the Contract be entitled to suspend further manufacture of Goods under the Contract or any other contract between the Customer and the Company; if any of the events mentioned in Condition 2 above occur, or if and to the extent that the value of the manufacturing provided but not paid for exceeds (or if provided would exceed) the Customer's credit limit whether or not advised to the Customer and whether or not payment is overdue.

Notwithstanding any termination or suspension in accordance with Conditions 2 or 3 above the Customer shall pay the Company for all work done up to and including the date of such suspension or termination and shall in addition indemnify the Company against any resulting loss damage or expense incurred by the Company in connection with such suspension or termination.

19. FREE ISSUE MATERIALS

The Sub-Contractor shall keep all Free Issue Materials in good order and condition and shall use Free Issue Materials solely in connection with the Contract. Any surplus Free Issue Materials shall be returned to the Company and/or be disposed of at the Company's discretion. Any Free Issue Materials damaged due to bad workmanship or the fault of the Sub-Contractor shall be repaired at the Sub-Contractor's expense. Without prejudice to any other of the rights of the company, the Sub-Contractor shall deliver the Free Issue Materials, whether further worked on or not to the Company on demand

20. GENERAL

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company under this or any other Contract. Nothing in the Contract shall create or be deemed to create a partnership between parties. The Contract contains all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations or understandings between the parties. The Customer agrees that it has not been induced to enter into the Contract by a statement of promise which it does not contain save that the Contract shall not exclude any liability which the Company would otherwise have to the Customer in respect of any statements made fraudulently by the Company.

In the event of one or more of the provisions of the Contract being held by a competent authority to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality or enforceability of the remaining provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty-eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver or if nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

For the purpose of the Contracts (Rights of Third Parties) Act 1999, the Contract does not and is not intended to give any rights or any right to enforce any of its provisions to any person who is not a party to it.

The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Customer submits to the exclusive jurisdiction of the English Courts.