



TERMS & CONDITIONS OF SALE

JTEC Machinery Ltd. These conditions apply to all quotations, orders and sales of machines, parts and services to business customers. Questions: info@jtecmechanery.com

1 GENERAL

1.1 Definitions

In these conditions the following words shall have the following meanings.

1.1.1 "The Company" shall mean JTEC MACHINERY Ltd.

1.1.2 "The Customer" shall mean the corporate entity, firm or person referred to in the order or tender.

1.1.3 "The Goods" shall mean the plant, machinery, products, parts, other articles or services which the Customer agrees to purchase from the Company.

1.2 These conditions of sale shall be for all goods or services supplied by JTEC MACHINERY Ltd.

Acceptance of order by the Company deems acceptance of these conditions by the Customer.

2 ACCEPTANCE

2.1 Any tender or quotation by the Company is deemed withdrawn unless accepted in writing by the Customer within 30 days from its date, unless otherwise stated in the quotation. On acceptance by the Customer of any tender or quotation the Company will only be bound by the order when written confirmation has been given by the Company.

2.2 Acceptance by the Customer in accordance with clause 2.1 shall be deemed conclusive evidence of the Customer's acceptance of these conditions to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

2.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company and for the avoidance of doubt no representative or Agent of the Company has any authority to vary or add to these standard conditions

except with the official confirmation of the Company in writing from its head office.

3 CANCELLATION

3.1 No cancellation by the Customer is permitted except where expressly agreed by a duly authorised officer of the Company in writing.

3.2 The Customer will in the event of agreed cancellation by the Customer indemnify the Company fully against all expenses incurred up to the time of such cancellation and also against all loss of profit suffered by the Company as a result of such cancellation.

4 PRICE

4.1 All prices quoted are those ruling at the date of the tender.

4.2 Unless otherwise stated all prices quoted are ex works exclusive of V.A.T. Packing and carriage are extra.

4.3 The Company reserves the right at any time prior to delivery of the machine to increase the price to take account of any increase in the cost of raw materials labour or services or any currency fluctuations affecting the cost of imported materials.

4.4 Payment for goods become due and payable under the terms and conditions of the quotation or tender.

4.4.1 Deposits are Non refundable, outstanding balance to be received within 30 days from receipt of deposit. If the outstanding balance is not received by the due date we reserve the right to cancel the order.

4.5 Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Lloyds Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

5 DELIVERY

5.1 Despatch of the goods from the Company's premises constitutes delivery.

5.2 Times for delivery are business estimates only and not contractual obligations for the Company. The Company will make every endeavour to deliver by the time given but will not accept cancellation or be liable for any loss claimed to have arisen from any delay.

5.3 Where delivery takes place ex works the Company may for the Customer's convenience arrange transport of the goods to some other place. The Company agrees to insure the goods in transit, but all charges and costs in connection with such insurance and transport shall be payable by the Customer.

5.4 If the Company quotes CIF or C and F no lighterage, landing charges, dock, wharf, or customs duties are included. All taxes and duties imposed in the Country to which the goods are consigned are payable by the Customer. Freight, insurance, lighterage, landing charges, dock and port dues where included are based on rates applicable at the date of the Company's tender or quotation and if at the date upon which the charges are incurred there has been a variation the price shall be increased or decreased (as the case may be) by the net amount of the increase or decrease in these charges.

6 RISK AND TITLE

6.1 The goods shall be at the Customer's risk as from delivery.

6.2 In spite of delivery having been made property in the goods shall not pass from the Company until the Customer shall have paid the price in full and no other sums whatever shall be due from the Customer to the Company.

6.3 Until property in the goods passes to the Customer in accordance with clause 6.2 the Customer shall hold the goods in a fiduciary basis as Bailee for the Company. The Customer shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

7 INSPECTION / SHORTAGES

7.1 The customer is under a duty wherever possible to inspect the goods on delivery or on collection as the case may be.

7.2 Where the goods cannot be examined the carriers note or such other note as appropriate shall be marked

"not examined".

7.3 The Company shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with and in any event will be under no liability if a written complaint is not delivered to the Company within 14 days of delivery detailing the alleged defect or shortage.

8 WARRANTY

8.1 The Company warrants that it has or will have title to and the unencumbered right to sell the goods at the time title is to pass.

8.2 No representations or warranty is given as to the suitability or fitness of the goods for any particular purpose and the customer shall satisfy himself in this respect and shall be totally responsible, therefore.

8.3 If the goods are in such a state as would but for this condition entitle the Customer to repudiate the contract and/or claim damages from the Company, the Company reserves the right to repair or replace the goods.

8.4 No warranty is implied nor given for used machines sold by the Company. Used machines are sold as seen.

9 GUARANTEE

9.1 New machines manufactured by the Company are guaranteed against defects in materials and workmanship for 12 months or 1,500 operating hours, whichever comes first, from the date of delivery. During this period the Company will repair or replace any defective part free of charge, parts and labour included.

9.1.1 This guarantee excludes wear parts and perishable items, including but not limited to jaw plates, cheek plates, screen media, conveyor belts, filters, oils and fluids, hoses and batteries, and any damage caused by misuse, accident, neglect or unauthorised modification.

9.1.2 This guarantee is subject to the machine being operated in accordance with the Company's operating instructions and serviced at the intervals and in the manner set out in the Company's service schedule and instruction manual, using genuine or approved parts and fluids. Service records must be produced on request.

9.1.3 Where practical, guarantee repairs to new machines will be carried out on site, or through an authorised JTEC partner, at the Company's discretion. Clause 9.5.3 does not apply to new machines.

9.2 The Company agrees that if any defect is discovered in non-wearing spare parts during the period of six months or 500 operating hours, whichever is the shorter, commencing with the date of delivery, the Company will repair or replace the goods at its own expense. Any goods replaced will belong to the Company.

9.3 In the case of wearing parts the Company can give no guarantee of performance or working life.

9.4 In the case of goods not manufactured by the Company (including engines and other bought-in components) the Customer shall only be entitled to the benefit in so far as it may be transferred to the customer of any rights which the Company has against the supplier of such goods.

9.5 The Customer cannot claim benefit under this clause unless:

9.5.1 He informs the Company of the relevant defect within 7 days of discovering it.

9.5.2 He shall have at all times complied with the advice and abided by the procedures and instructions set out in the instruction manual and not have subjected the goods to any unauthorised use or improper installation.

9.5.3 He returns the defective goods to the Company at his own expense. The Company agrees to return the goods carriage paid within the United Kingdom or FOB to United Kingdom port of exportation.

10 CONSEQUENTIAL LIABILITIES

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the customer by reason of any representation or any implied warranty, condition or term, or any duty at common law, or under express terms of contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims or consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in

connection with the supply of the goods or their use or resale by the Customer, except as expressly provided in these Conditions of Sale.

11 LEGAL CONSTRUCTION

These conditions and all tenders, quotations, offers and acceptance shall in all respects be construed and operate in conformity with English Law. Unless otherwise arranged it is subject to the jurisdiction of the English Court.

12 FORCE MAJEURE

The company shall not be liable to the buyer for any break of contract as a result of strikes, lockouts, industrial disputes, fire, explosion, flood or natural causes and in such an event the company may elect by written notice to cancel any contract with the buyer.

13 DATA AND TECHNICAL INFORMATION

Any information or advice issued by the company whether orally, in writing, by facsimile or e mail is given in good faith and after careful consideration and is based upon the information available to the company at the time of issue. The company accepts no liability or consequential damage for advice not charged for. CAD designs and their geometric data are the intellectual property of JTEC MACHINERY Ltd. Copyright on JTEC MACHINERY Ltd. drawings and models must be strictly retained and must not be transmitted to third parties without written authority.

14 INFRINGEMENT

The buyer shall indemnify the company against all damages, penalties, costs, claims and liabilities arising out of the infringement of any patent right or design or trademark occurring out of the work for the company in accordance with any specification or design or instructions of the buyer expressed or implied.