

TERMS AND CONDITIONS OF SALE

1. GENERAL.

Unless specifically agreed otherwise in writing these terms and conditions shall deem to be incorporated as conditions of any order accepted by or contract of sale entered into by Jacquet Weston Limited t/a JWE (herein after referred to as 'the Company').

2. TENDERS AND QUOTATIONS.

All quotations and orders are accepted subject to the Company's terms and conditions herein stated and not those of the customer's enquiry or order forms. The Company reserves the right to withdraw in writing any tenders or quotations at any time before acceptance by the customer and no liability whatsoever shall be incurred by the Company by any such withdrawal. Orders accepted by the Company cannot be countermanded except with the express consent of the Company in writing and on terms which indemnify the Company against any losses which may transpire from the same.

3. ACCOUNTS AND PAYMENTS THEREOF.

- a. Accounts shall be opened at the discretion of the company upon receipt of satisfactory references
- b. The customer shall make payment(s) for goods and services (or the appropriate part thereof where delivery is by instalments) upon 30 days of date of invoice unless otherwise agreed in writing. Payment by buyers outside the United Kingdom shall be by irrevocable Bill of Exchange or other such payment method by mutual agreement.
- c. A maximum amount of credit allowance shall be set on each customer's account and the Company reserves the right to withdraw credit facilities upon any account exceeding the set limits.
- d. The Company reserves the right to withdraw credit facilities on all overdue accounts and we understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to our agreed credit terms in addition to any other rights it may have in respect of goods and/or services on non-payment of same.

4. RETENTION OF TITLE.

Until full payment has been received by the Company for all goods and services rendered the goods shall remain the property of the Company and where such goods may be incorporated in other articles only upon the express understanding and condition that the ownership of any such goods so produced shall vest in the Company. The buyer shall have power to deal in and sell goods only as agents for the Company and shall hold to the identifiable separate account of the Company a part of the proceeds of sale equivalent to the full sum outstanding between the parties.

In the case of failure by the buyer to pay in full for the goods or services due to bankruptcy, insolvency or any resolution or petition to wind up the buyers business or if a receiver is appointed the Company shall have the right at any time to determine the contract and cancel any outstanding goods in which the property shall not have passed to the buyers.

5. SHORTAGES AND DAMAGES ETC.

- a. The customer shall within 3 days of receipt of goods notify the Company in writing of any shortage or damage in respect of goods supplied or where other supplies direct from manufacturers when their conditions shall apply.
- b. The customer shall ensure that a duly authorised person is in attendance to receive goods being delivered and that he shall sign for the goods. If no such person is in attendance that it shall be deemed that the goods were received in good condition
- c. The Company shall at its discretion either replace or repair any goods which are in its opinion defective either in materials or workmanship provided that the customer shall notify the Company of any alleged fault within a reasonable period but no longer than two weeks from the date of delivery unless such goods carry a written guarantee or warranty issued by the manufacturers in which case this shall apply. The Company's warranty shall not apply to defects caused by incorrect installation or damage, accidental or otherwise by the customer, or by wear and tear, misuse or neglect to any goods or parts which have been repaired or altered since leaving their works and no allowance shall be made for any repairs or alterations so made.
- d. Any goods not the Company's own manufacture are not guaranteed by the Company in any way and are sold under such warranty only as the original makers give the Company and which without legal expense the Company are able to enforce.
- e. The Company will not entertain claims for consequential damage, loss of time or profits or cost of repairs arising out of faulty manufacture or installation of goods not manufactured or supplied by the Company unless otherwise agreed in writing.

6. PRICES.

Unless otherwise expressly provided the prices stated are for delivery ex works and carriage charges will be added unless otherwise defined. The prices stated do not include VAT if chargeable in the UK or any taxes, duties or charges levied in the country of destination in respect of the goods or their use. Any such taxes, duties or charges shall be payable by the buyer

7. DELIVERY.

- a. If the Company delivers goods to the customers premises free or the buyer pays the Company to deliver, then delivery under the contract shall be at the time of actual delivery at the buyers premises.
- b. All dates given for delivery are estimates only, and the Company shall not be liable for failure by such dates or for any damages or loss resulting directly or indirectly out of delay in delivery arising from any circumstances beyond its control.

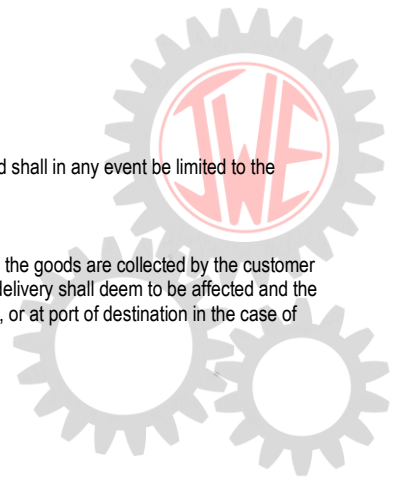
- c. Liability for proven loss due to delay from other causes shall not extend to consequential loss and shall in any event be limited to the contract price for the delayed goods only.

8. **RISKS.**

Risks incidental to the goods shall pass to the customer at the point when delivery is made, or where the goods are collected by the customer the risk shall pass when the goods have been collected. Where goods are to delivered FOB or CIF, delivery shall deem to be affected and the risk shall pass when the goods have been lifted on board ship at port of shipment in the case of FOB, or at port of destination in the case of CIF.

9. **LEGAL CONSTRUCTION**

The contract shall be covered by English Law



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