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www.jrd-mouldings.com**GENERAL TERMS AND CONDITIONS OF SALE****1. General**

The acceptance of our quotation or of any goods supplied, advice given or service rendered includes the acceptance of the following terms and conditions and no variation of or addition to the same shall be binding upon us unless expressly agreed in writing by us. Your order shall be subject to our written acceptance.

2. Quotation

Unless previously withdrawn, our quotation is open for acceptance in writing within the period stated or when no period is stated within thirty (30) days after its date. We reserve the right to correct any errors or omissions in our quotation at any time.

3. Liability for delay

Any times quoted for delivery are indicated by our written acceptance of your order and on receipt of all necessary information and drawings to enable us to put the work in hand. Where delivery is to take place by instalments, each such instalment shall constitute a separate contract. We will use our best endeavours to complete delivery of the goods or service in the period stated but accept no liability in damages or otherwise for failure to do so from any cause whatsoever including but without prejudice to the generality of the foregoing world war civil commotion fire flood accident labour dispute shortage of materials Act of Government or other authority or any other cause or causes (whether similar or not) beyond our reasonable control. In all cases of delay, time for delivery shall be extended by reasonable period having regard to the cause of delay.

4. Payment

Payment shall be made during the period of manufacture and installation in accordance with the payment terms set out in the quotation and if not so stated, shall be cash within 30 days of invoice date. The payment shall be in pounds sterling unless otherwise stated. In the event of any amount payable to us being overdue we may (without prejudice to any other right), place your account on pro-forma invoicing, suspend further delivery to you or terminate the contract and/or charge you simple interest on overdue amounts at the rate of 4% above the current Bank of England Base Rate.

No payment due to us shall in any circumstances be offset against any sum owing by us to you whether in respect of the present transaction or otherwise.

5. Inspection and Test

Our goods are fully inspected at our works and where practicable subjected to our standard tests before despatch. If tests are required to be witnessed by your representative notice of this requirement must be given at the time of placing the order and notice of readiness will then be given to you seven (7) days in advance of such tests being carried out. In the event of delay on your part in attending such tests or in carrying out any inspection by you after seven (7) days notice of readiness the tests will proceed in your absence and shall be deemed to have been made in your presence and the inspection will be deemed to have been made by you.

In any event you should be required promptly after either witnessing a test (if such be the case) or receiving test results of witnessed or unwitnessed tests to notify us in writing of any claim defects in the goods or in any respect in which it is claimed that the goods do not conform with the contract. Before you become entitled to reject any goods we are to be given reasonable time and the opportunity to rectify them. You assume the responsibility that the goods stipulated by you are sufficient and suitable for your purpose save in so far as your stipulations are in accordance with our advice and that you have taken and will take steps to ensure that the goods will be safe and without risk to health when properly used. Any additional certification demanded may incur extra costs for which a specific quotation will be issued.

6. Delivery and Packing

Prices quoted include insurance and delivery to your designated site in the UK and include light packing suitable for road or air freight. If however, the order value is less than £300.00, we reserve the right to charge delivery at cost. Unless otherwise stated, all export deliveries will be charged at the rate given by your preferred shipping agent. If you do not identify said agent, we reserve the right to assign our own agent accordingly. Finally, unless otherwise stated prices do not include where applicable any tax licence fees, custom import or export duty charge or the cost of special packing or freight or insurance charges outside the U.K.

7. Damage in Transit and loss of Delivery

Claims for damage in transit or loss of delivery of the goods will only be considered if the carriers and ourselves receive written notification of such damage within seven (7) days of delivery or in the event of loss of goods in transit within twenty-one (21) days of consignment.

8. Price

Unless otherwise stated all quotations are firm and fixed for the duration of the quotation. However, we reserve the right to make changes if required. We will endeavour to notify you of any changes as and if they happen.

9. Transfer of Property and Risk

The title and property in the goods shall pass when full payment has been received of all sums due to us whether in respect of the present transaction or not. The risk of the goods shall be deemed to have passed on delivery.

10. Warranty and Defects After Delivery Date

We will make good by repair or by the supply of a replacement part, provided that it is shown that we have failed to meet and follow appropriate instructions on drawings relating to specific agreed drawing requirements. Provided always that defective parts are carefully packed and promptly returned by you free of charge to our works unless otherwise arranged. The repaired or new part will be delivered by us free of charge. Save as previously expressed herein we shall not be under any liability in respect of defects in goods delivered or for any injury damage or loss resulting from such defects and our liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such goods.

11. Patents

We will only indemnify you against any claim of infringement of Letters Patent Registered Design Trade Mark or Copyright (published at the date of the contract) by the use or sale of any goods supplied or service rendered by us to you and against all costs and damages which you may incur or for which you may become liable in any action for such infringement, provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such goods or service in a manner or for a purpose or in a foreign country not specified or disclosed to us prior to our quotation or to the use of such goods or service in a manner or for a purpose or in a foreign country not specified or disclosed to us prior to our quotation or to the use of such goods or service in association or combination with any other article material or service not supplied by us.

And provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for settlement of the claim or action. You on your part warranty that any design or instruction furnished given by you shall not be such as will cause us to infringe and Letter Patent Registered Design Trade Mark or Copyright in the execution of your order.

12. Frustration

If any contract or any part of it shall become impossible of performance or otherwise frustrated we shall be entitled to a fair and reasonable proportion of the price in respect of the work done up to date thereof and for this purpose any moneys previously paid by you shall be retained as against the sum due to us under this provision any balance to be repaid to you or as the case may be any deficiency to be paid to us from you. We may dispose of the goods as we think fit due allowance being made by you for the net proceeds thereof.

13. Legal Interpretation

Any contract will be deemed to be made in England and shall be governed and construed for all purposes and in all respects in accordance with English Law and only the Courts of England shall have jurisdiction.

14. Liability for Accidents and Damage

Notwithstanding the provisions of Clause 10 we will indemnify you against direct damage or injury your property or person or that of others occurring while we are working on site to the extent caused by the negligence of ourselves our sub-contractors or agents but not otherwise by making good such damage to property compensating such personal injury. Provided that:-

- (a) Our total liability for damage to you property shall not exceed £50,000 and
- (b) We shall not be liable to you for any loss of profit or of contracts or save as aforesaid for any loss or damage or injury of any kind whatsoever.

Save as provided in Clause 10 we shall not be liable for any damage or injury occurring after our completion of work on site.

