

JLC Laser and Form Ltd
Terms and Conditions of Purchase

1 Basis of purchase

1.1 In these Conditions unless the context otherwise requires the following words have the following meanings:

"Buyer"	JLC Laser and Form Ltd 12133049 Whose registered office address is: Unit 8 Planetary industrial estate, Willenhall, Wolverhampton, WV13 3XA
"Contract"	the contract for the sale and purchase of the Goods between the Buyer and the Seller;
"Goods"	all articles or materials the subject of this Order and described on or by reference to this Order;
"Order"	the Buyer's order for the Goods;
"Price"	the price payable for the Goods;
"Seller"	the person, firm or company selling or supplying Goods to the Buyer;
"Writing", "Written"	includes hard copy, facsimile transmission and comparable means of communication.

1.2 These Conditions are the only conditions upon which the Buyer is prepared to deal with the Seller, and they shall govern the Contract to the entire exclusion of any other express conditions.

1.3 These Conditions may only be modified by a variation in Writing signed by a director of the Buyer and no other action (whether acceptance of the Goods or otherwise) shall be construed as an acceptance of any other conditions.

1.4 These Conditions (as modified in accordance with Condition 1.3 above) and the Order (including any specific conditions thereon) embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications provided that neither party excludes any liability for any statements made fraudulently prior to the date of the Contract.

1.5 This Order constitutes an offer on the part of the Buyer and no Contract shall be concluded until the Seller accepts the offer either expressly by giving notice of acceptance to the Buyer or impliedly by fulfilling the Order in whole or in part.

1.6 This Order will not be binding upon the Buyer unless signed by its authorised representative and the Buyer will not be liable for any other order not made on this Order.

2 Price

2.1 The Price payable for the Goods shall be that stated on the Order and, unless otherwise so stated, shall be:

2.1.1 exclusive of any applicable Value Added Tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
2.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery and installation (if required) of the Goods to the address designated and any duties, imposts or levies other than Value Added Tax (details of which must be stated on the face of the Order by the Seller).

2.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange, as a result of an amendment to a typographical, clerical or other error or omission in the Price stated on the Order or otherwise) without the prior Written consent of the Buyer. In any event, the Buyer reserves the right to refuse any amendment to the Price made after delivery of the Goods.

2.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise granted by the Seller to any third party or offered by the Seller to the Buyer, whether or not shown on the Order or otherwise.

3 Terms of payment

3.1 Unless otherwise agreed in Writing the Buyer will pay for the Goods within 60 days of the date of a separate detailed invoice quoting the Order number and code number (if any) and setting out full particulars of the Goods supplied and any discounts given, or the period specified in the Order, whichever is the longer.

3.2 The Buyer reserves the right to deduct from or offset against any monies due or becoming due to the Seller in respect of the Order any monies due from the Seller to the Buyer.

3.3 No invoice is to be dated or submitted by the Seller prior to the date of receipt at the Buyer's premises of the Goods.

3.4 Unless otherwise agreed in Writing or required by law the Seller shall have no right to charge interest or any other additional sum on any account outstanding from the Buyer.

4 Delivery

4.1 The Goods shall be delivered carriage paid to the address designated on the Order Form, or any other such other address as the Buyer may subsequently specify, during the Buyer's normal office hours.

4.2 The Goods shall be delivered on a date and at a time specifically agreed by the Buyer. In any event, the Goods shall be delivered within 28 days of the date of the Order.

4.3 Time shall be of the essence of the Contract. Without prejudice to any other rights which the Buyer may have, the Buyer reserves the right to:-

4.3.1 cancel the Order in the event that delivery is not made, or where the Buyer is notified by the Seller that delivery will not be made, in accordance with the time limits specified in Condition 4.2;

4.3.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

4.3.3 refuse to accept any Goods not accompanied by the documents specified in Condition 5; and

4.3.4 claim damages for any loss incurred in obtaining the Goods from another supplier.

4.4 The Buyer shall not be deemed to have accepted the 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.

4.5 The Buyer reserves the right to mark the Goods immediately upon delivery. This is undertaken for the purposes of security and the Buyer shall not thereby be deemed to have accepted the Goods nor shall the Seller be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

4.6 The Seller shall supply the Buyer on delivery of the Goods with all operating and safety instructions and other information as are necessary for the safe operation of the Goods.

4.7 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

4.8 If the Goods are to be delivered by instalments the Order will be treated as a single Contract and not severable.

4.9 The Seller shall supply the Goods on delivery in batches not exceeding two tons in weight. Any Order for Goods in excess of two tons shall be divided when loaded onto the delivery vehicle in order to comply with this condition.

4.10 The Seller shall ensure that the Goods are covered upon delivery.

4.11 The Seller shall deliver the Goods in such a manner that allows the Buyer to unload the goods from the delivery vehicle by means of a fork truck.

4.12 Unless otherwise agreed in writing, the Buyer will not accept the delivery of any goods after: 16:00 Monday to Thursday or 12:00 noon on any given Friday.

5 Documentation

5.1 The Seller shall provide the Buyer with such invoice's advice notes, delivery notes, statements and other documentation as the Buyer may from time to time specify.

5.2 On despatch of each consignment of the Goods the seller shall send to the Buyer at the address designated for delivery of the Goods an advice note specifying the means of transport, the weight, number or volume and the point and date of despatch of the Goods.

5.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods and quoting the Buyer's Order number and code number (if any) along with any necessary test certificates for the Goods.

6 Risk and property

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

6.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment or part payment for the Goods is made prior to delivery, when property in the Goods (and/or any materials purchased or allocated by the Seller for the purpose of this Order) shall immediately vest in the Buyer.

7 Excess delivery

7.1 If Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess unless the Buyer so elects and any excess will be and remain at the Seller's risk and will be returnable at the Seller expense.

8 Warranty and indemnity

8.1 The Seller warrants to the Buyer that the Goods:

- 8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer;
- 8.1.2 will be of the very best quality and free from defects in design, material and workmanship, free from rust and surface defects;
- 8.1.3 will comply in every respect with any specifications, drawings, samples or descriptions provided by the Buyer; and
- 8.1.4 will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the Goods and their sale.
- 8.2 If any Goods supplied under the Order fail to comply with the warranties set out in Condition 8.1 the Buyer shall be entitled to make use of any one or more of the remedies listed in Condition 10.1 below
- 8.3 The Seller shall indemnify and keep the Buyer indemnified in full from and against all direct, indirect or consequential liability, loss, including loss of profit, loss of contracts and business interruption, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 8.3.1 breach of any warranty given by the Seller in relation to the Goods;
 - 8.3.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other property or intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Buyer;
 - 8.3.3 any liability under the Consumer Protection Act 1987 or the Product Safety Regulations in respect of the Goods; and
 - 8.3.4 any acts or omissions of the Seller or the Seller's employees, agents or sub-contractors in supplying and delivering the Goods.

9 Termination

- 9.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods 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 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 have the right at any time by giving notice in Writing to the Seller to terminate this Order immediately in any of the following events:
 - 9.2.1 if the Seller commits a breach of any of the terms or conditions of this Order; or
 - 9.2.2 if the Seller enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or suffers a bankruptcy order or has a petition presented for the appointment of an Administrator in respect of its business or compounds with its creditors or has passed a resolution for its winding up or has a receiver or administrative receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or ceases, or threatens to cease, to carry on business or if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Seller; or
 - 9.2.3 if the Seller's financial position shall deteriorate to such an extent that in the Buyer's opinion the Seller's capability adequately to fulfil the Seller's obligations under this Order has been placed in jeopardy; or
 - 9.2.4 if the Seller ceases, or threatens to cease, to carry on business.
- 9.3 The termination of this Order howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

10 Remedies

- 10.1 If the Seller fails to comply with any of the terms of this Order the Buyer shall be entitled (whether or not any part of the Goods have been accepted by the Buyer) to make use of any one or more of the following remedies at the Buyer's discretion:
 - 10.1.1 to rescind the Order;
 - 10.1.2 to return the Goods to the Seller at the Seller's cost on the basis that a full refund for Goods so returned shall be paid immediately by the Seller;
 - 10.1.3 to give the Seller the opportunity at the Seller's expense to remedy defects in the Goods and carry out any other necessary work to ensure that the terms of this Order are fulfilled;
 - 10.1.4 to refuse to accept any further deliveries of the Goods without any liability to the Seller;
 - 10.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with this Order; and/or
 - 10.1.6 to claim such damages as may have been sustained in consequence of the Seller's breaches of the Order.
- 10.2 These rights shall be in addition to and without prejudice to any other rights which the Buyer may have.

11 Health and safety

- 11.1 Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.

12 Specifications

- 12.1 Any plans, drawings, data or other information relating to the Goods ("Specification") supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Order, together with the copyright, design rights, patent or any other intellectual property rights in the Specification, shall be the Buyer's exclusive property. The Seller shall not disclose to any third party or use the Specification except to the extent that it is or becomes public knowledge otherwise than through the Seller fault or as required for the purpose of this Order.
- 12.2 The Seller shall not unreasonably refuse any request from the Buyer to inspect and test the Goods during manufacture, processing or storage at the Seller's premises or any third party's premises prior to despatch and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

13 Confidentiality

- 13.1 Any Order placed by the Buyer shall be treated as confidential and in particular the Seller shall not make use of the Buyer's name or the name of any of the Buyer's customers for publicity purposes without the Buyer's prior Written consent. Furthermore, all designs, drawings, specifications and information supplied in connection with this Order are confidential and must only be used for the purpose of this Order: the particulars contained therein must not be disclosed to anyone other than the Seller's employees without the buyer's prior Written consent. They must be used solely for the purpose of manufacturing the Goods or performing the Services under this Order and no similar Goods or parts may be made for any other purpose. All such designs, drawings, specifications and information and all copies thereof must be returned to the Buyer on completion of this Order.

14 Assignment

- 14.1 This Order must not be assigned without the Buyer's prior Written consent, and neither the whole nor any part of the work which the Seller is obliged to carry out hereunder shall be sub-contracted without the Buyer's Written consent to any such arrangements having first been obtained.

15 Force majeure

- 15.1 The Buyer reserves the right to cancel or reduce the volume of the Goods ordered if the Buyer is prevented from or hindered in the carrying on of the Buyer's business through any circumstances beyond the Buyer's control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, without incurring any liability for any loss or damage whatsoever resulting therefrom.

16 General

- 16.1 No extension of time or other concessions granted by the Buyer shall in any way affect the Buyer's rights or the Seller's obligations under this Order.
- 16.2 Any notice or other communication sent to the Seller shall be sufficient if sent to the Seller's address last known to the Buyer.
- 16.3 The Contract is governed by the Laws of England and the English Courts (to the jurisdiction of which the Seller hereby irrevocably submits) shall have the exclusive jurisdiction to resolve any disputes arising out of it.
- 16.4 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.
- 16.5 This Agreement does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.