



Conditions of Sale

1. Definitions

- a) In these Conditions of Sale, the Company shall mean J-TEQ 6 Bain Square, Kirkton Campus, Livingston, West Lothian, EH54 7DQ.
- b) These Conditions of Sale shall apply to any contract (the “Contract”) between the company and any person, firm or company (the “Purchaser”) placing an order with the Company in respect of the supply of any goods, components, products or services (the “Products”).

2. Formation of Contract

- a) There shall be no binding contract between the Company and the Purchaser until the Company accepts the Purchaser’s order by an official acceptance of order.
- b) An accepted order may only be cancelled or varied with the Company’s consent and the giving of this consent shall not in any way prejudice the Company’s right to recover from the Purchaser full compensation or any loss or expense arising from such cancellation or variation.
- c) Any offer, order, acceptance, sale and/or delivery or any conduct in confirmation will be subject to these terms and conditions which are the only basis upon which the Company does business and shall prevail notwithstanding any printed or other conditions contained or referred to in any purchase order or other document prepared by or on behalf of the Purchaser which shall not be binding on the Company.
- d) No other agreement representation, promise, undertaking or understanding of any kind unless expressly confirmed in writing by the Company shall add to, vary or waive any of these terms and conditions.
- e) Products for export outside of the United Kingdom shall be subject to both these Conditions of Sale and to any terms and conditions specified by the Company at the time of acceptance.



3. Prices

- a) Prices for the Products do not include any special packaging or alteration to the order required by the Purchaser. VAT will be charged at the appropriate rate for the Products delivered within the United Kingdom.
- b) The Company shall have the right at any time to revise prices to take account of increase in costs including (without limitation) costs of labour, materials, carriage or overheads. The Company can withdraw quotations at any time.
- c) This provision shall not apply if a fixed price was agreed upon.

4. Payment

- a) Unless otherwise agreed in writing payment shall be made at the invoice price without deduction or set off 30 days from date of invoice.
- b) Failure by the Purchaser to pay in accordance with the provisions of this clause shall entitle the Company, without prejudice to its rights to damages, to suspend any outstanding deliveries or to cancel the Contract.
- d) Payments by cheque or bill of exchange are only deemed to have been realised where the debt amount has been credited to us. Any discount or bank charge will be borne by the Customer.
- e) In the event of default in form of late payment, we shall be entitled, without prejudice to any further damages for delay, to charge interest amounting to 2% per month accruing daily.
- f) If the customer's default with the payment lasts longer than 30 calendar days, cheques or bills of exchange of the customer are protested, or a bankruptcy petition is filed against the customer, we shall be entitled to set due and payable the whole of the price of all goods bought or agreed by the customer, to retain all deliveries and services, and to demand return of the reserved goods or to collect them from third party areas and take possession of them.



5. Delivery and Passing of Risk

- a) Orders are accepted by the Company subject to the availability of products for delivery. The Company shall be entitled to make partial deliveries or deliveries by instalments and to invoice for such deliveries as made. These conditions shall apply to each such delivery.
- b) The risk in the Product passes to the Purchaser on delivery. The Company will add an appropriate charge for package and postage to each order. The Company will determine the most suitable method of transportation at its discretion to the address specified in the Purchaser's order.
- c) The Company will use all reasonable efforts to deliver the products in accordance with the times specified but failure to comply with such times shall not constitute a breach of the agreement nor entitle the Purchaser to reject the products and will not render the Company liable to the Purchaser for any loss or damage whether direct, indirect or consequential.
- d) Where the Products are to be delivered by instalments or against call-off and the Purchaser either (1) fails to accept any delivery when due or in the case of call offs fails to accept outstanding deliveries within six months of the date of order acceptance, or (2) defaults in making any payment when due, then the Company may cancel any or all subsequent deliveries and the Purchaser shall compensate in full for any loss or expense arising from such cancellation and notwithstanding the Company's duty to mitigate its loss shall compensate the Company in full for the loss of the purchase price in respect of the Products ordered but not delivered.



6. Title

- a) The Company shall retain title to the Products until it has received payment in full of all such sums due in connection with the Contract or any other account. For these purposes the Company has only received a payment when the amount of that payment is irrevocably credited to its bank account.
- b) If any of the Products owned by the Company are attached to, mixed with, or incorporated into other goods not owned by the Company, and are not identifiable or separable from the resulting composite or mixed goods, title to the resulting composite or mixed goods shall vest in the Company and shall be retained by the Company for as long as and on which it would have retained title to the products in question.
- c) The Purchaser shall store goods owned by the Company in such a way that they are clearly identifiable as the Company's property and shall retain records of such goods identifying them as the Company's property, of the persons to whom it sells or disposes of such goods and the payment made by such persons for such goods. It will allow the Company to inspect these records and the goods themselves on request. All goods supplied by the Company in the Purchaser's possession shall be presumed to belong to the Company (unless the Purchaser can prove otherwise).
- d) The Company shall be entitled to trace the proceeds of sale and any insurance proceeds received in respect of goods owned by the Company. Such proceeds shall be paid into a separate bank account and shall be held by the Purchaser on trust for the Company.
- e) If the Purchaser fails to make any payment to the Company when due, compounds with its creditors, executes an assignment for the benefit of its creditors, commits any act of bankruptcy, or, being a company, enters into voluntary or compulsory liquidation or has a receiver or manager appointed over all or part of its assets or takes or suffers any similar action in consequence of debt or becomes insolvent or if the Company has reasonable cause to believe that any of these events is likely to occur, the Company shall have the right, without prejudice to any other remedies including -

6.1 to enter without prior notice any premises where goods owned by it may be, and to repossess and dispose of any goods owned by it so as to discharge to it by the Purchaser under this or any other contract.

6.2 to require the Purchaser not to resell or part with possession of any goods owned by the Company until the Purchaser has paid in full all sums owed by it to the Company under this or any other contract.



6.3 to withhold delivery of any undelivered Products and stop any Products in transit. Unless the Company expressly elects otherwise, the Contract between it and the Purchaser for the supply of goods shall remain in existence notwithstanding any exercise by the Company for its rights under the clause.

6.4 The Products shall, once the risk has passed to the Purchaser in accordance with clause 5 or otherwise, be and remain at the Purchaser's risk at all times unless and until the Company has retaken possession of them and the Purchaser shall insure accordingly.

7 Claims

a) Inspection

The Purchaser shall examine the Products on arrival for any obvious damage or shortfall.

b) Damage or Short Delivery

Any claim that the Products are damaged or have been short delivered must be communicated in writing to both the Company and where applicable, the carrier within 7 days of delivery.

c) Quality

Any other claim that the Products are not of stated quality must be communicated in writing to the Company within 7 days of delivery together with full particulars to enable the Company to investigate the complaint before the remainder of the Products is used or returned to the Company.

d) Non-Delivery

Non-Delivery must be reported to the Company and when applicable, the carrier within 14 days of the date of the despatch note or invoice, whichever is the earlier. Where the Purchaser makes a claim under paragraph (b) or (c) above the Company may, at its option refund the purchase price of or repair or replace free of charge any products, which are defective. For short deliveries the Company may credit the Purchaser's account in that respect.

(e) Failure to give notice



If the Purchaser fails to give notice or report in accordance with this Clause, Products of the quality and quantity specified in the Agreement shall be deemed to have been delivered to the Purchaser and the Purchaser shall be bound to pay for, and shall lose any right to make a claim, in respect of the same.

8 Force Majeure

Without prejudice to any other provisions hereof the Company shall be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the Products is prevented or delayed by any act or circumstance beyond the Company's reasonable control including but not limited to Act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability to procure materials required for the performance of the Contract and where possible the Company shall resume performance of its obligations as soon as the cause, prevention or delay is removed or at its option cancel the Contract or any outstanding part of it, or delay performance of it.

9 Standard Commercial Warranty

All assemblies manufactured by J-TEQ EMS Solutions Ltd, are warranted against workmanship only for repair at the plant in Livingston, Scotland, free of charge for a period of one year from date of manufacture. Since J-TEQ purchase all components to customer's specification we cannot accept any liability for defective components but will engage with the supplier in an effort to resolve any issue regarding component failure. Shipping costs shall be borne by the customer. Malfunction due to improper use is not covered in this warranty and J-TEQ EMS Solutions Ltd disclaims any liability for consequential damage resulting from defects in the performance of the equipment. No product is warranted as being fit for a particular purpose and there is no warranty of merchantability. This warranty applies only if: (i) the items are used solely under the operating conditions and in the manner recommended in Seller's specifications, or other literature; (ii) the items have not been misused or abused in any manner or repairs attempted thereon; (iii) written notice of the failure within the warranty period is forwarded to J-TEQ EMS Solutions Ltd. and the directions received for properly identifying items returned under warranty are followed; and (iv) the return notice authorizes J-TEQ EMS Solutions Ltd to examine and disassemble returned products to the extent Seller deems necessary to ascertain the cause for failure. The warranties



expressed herein are exclusive. There are no other warranties, either express or implied, beyond those set forth herein, and J-TEQ EMS Solutions Ltd does not assume any other obligation or liability in connection with the sale or use of said products. Any product or service repaired under this warranty shall be warranted for the remainder portion of the original warranty period only.

Any ancillary equipment not manufactured by J-TEQ EMS Solutions Ltd is supported only to the extent of the original manufacturer's warranty.

Warranties & Exclusions

(a) Specifications

Published specifications, descriptions, photographs, measurements or capacities are approximate only and shall not form part of the Agreement. The Company will endeavour to ensure that that Products comply with any specification referred to in the order acceptance. Any deviation from the specification will be with the approval of the Purchaser.

(b) Limitation of Liability

(i) Save as aforesaid and subject to Section 6 of the Unfair Contract Terms Act 1977 and with the exception of those implied by Section 12 of the Sale of Goods Act 1979 all conditions and warranties whether express or implied by Statute or Common Law and whether oral or written are unless specifically confirmed by the Company in writing excluded and negated.

(ii) Nothing in this Contract shall have the effect of excluding or limiting liability under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product, or to a dependant or relative of such person.

(iii) The Purchaser shall fully indemnify the Company in respect of all actions, suits, claims, demands, costs, charges or expenses arising from damage or destruction of property, personal injury or death whether caused by the negligence of the Company, its servants or agents or subcontractors in executing the Contract howsoever caused to the extent expressly undertaken in Clause 9.



(iv) All recommendations and advice given by or on behalf of the Company to the Purchaser as to methods of storing, using or applying the Products, the purposes for which the Products may be applied and the suitability of using the Products in any manufacturing process or in connection with any other materials are given without liability on the part of the Company.

(c) Representation

The Purchaser shall not under any circumstance make any representation or give any warranties on behalf of the Company.

10 Waiver & Severance

(a) Any indulgence granted by the Company to the Purchaser and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Purchaser.

(b) The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause or these terms and conditions.

11 Assignment

The agreement is not assignable by the Purchaser without the written consent of the Company and is between the Company and Purchaser as principals but the Company may without consent assign or sub-contract all or any of its rights and obligations hereunder.

12 Termination

If the Purchaser becomes insolvent or in the opinion of the Company is likely to go into bankruptcy, receivership or liquidation, or makes default in or commits a breach of the Agreement, the Company may forthwith on written notice to the Purchaser terminate the Agreement without incurring liability to the Purchaser and without prejudice to the Company's rights which may have accrued up to the date of termination.



13 Intellectual Property

All documentation supplied by the Purchaser shall belong to the purchaser, unless otherwise agreed. However, any internal build instructions and documentation, generated by the Company will belong to the Company unless otherwise agreed.

14 Governing Law

The interpretation and application of the Agreement shall be in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.