

Terms and Conditions: Orders of Parts



1. INTERPRETATION

1.1 Definitions

"Business Day" a day (other than a Saturday or Sunday or public holiday in England and Wales) when banks in London are open for business.

"Conditions": the terms and conditions set out in this document as varied by the Supplier from time to time.

"Confirmation": the Supplier's written confirmation of the Customer's Order
"Contract": the contract between the Supplier and the Customer for the sale and purchase of the Parts in accordance with these Conditions.

"Customer": the purchaser of the Parts as named in the Confirmation

"Delivery" the delivery of the Parts as defined at clause 4.3.

"Order": the Customer's order for the supply of the Goods, which may take the form of an order form, the Customer's written acceptance of the Supplier's quotation or an oral request for the purchase of Goods, as the case may be.
"Parts" the parts set out in the Confirmation

"Supplier" JLA Limited (registered in England and Wales with company number 01094178) and any of its group companies, successors or assignees.

2. BASIS OF CONTRACT

2.1 The Customer is acting as a business not a consumer in ordering the Parts and entering into the Contract and represents and warrants to the Supplier that this is the case.

2.2 The Customer wishes to purchase the Parts from the Supplier in accordance with the Conditions.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any descriptions or illustrations contained in the Supplier's catalogues, brochures or advertising are produced for the sole purpose of giving an approximate idea of the Parts described in them. They shall not form part of the Contract or have any contractual force.

2.6 The Confirmation constitutes the acceptance by the Supplier of the Customer's Order in accordance with these Conditions. The Customer is responsible for ensuring that its Order is complete and accurate.

2.7 The Order shall only be deemed to be accepted when the Supplier issues the Confirmation, at which point the Contract shall come into existence.

2.8 A quotation for Parts given by the Supplier shall not constitute an offer.

2.9 The Contract may be cancelled by the Customer only with the Supplier's written consent and at the latest two (2) Business Days before the proposed delivery date. In the event of such cancellation, the Supplier reserves the right to charge an administration fee of £50 plus VAT, to be payable in accordance with clauses 3.5 to 3.7.

3. PAYMENT

3.1 The price of the Parts shall be the price set out in the Confirmation.

3.2 The Supplier may, by giving notice to the Customer at any time up to two (2) Business Days before delivery, increase the price of the Parts to reflect any increase in the cost of the Parts that is due to:

- any request by the Customer to change the delivery date(s), quantities or types of Parts ordered; or
- any increased charge to the Supplier by the manufacturer of the Parts due to a Force Majeure Event (as defined in clause 9); or
- any delay caused by the Customer's instructions or failure by the Customer to give the Supplier adequate or accurate information or instructions.

3.3 The price of the Parts is exclusive of the costs and charges of packaging, insurance and transport of the Parts, which shall be invoiced to the Customer. Where possible, these costs will be shown on the Confirmation.

3.4 The price of the Parts is exclusive of amounts in respect of value added tax ("VAT"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Parts.

3.5 The Supplier may invoice the Customer for the Parts on or at any time after the Confirmation is issued. Unless otherwise agreed in writing, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

3.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

3.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

4. DELIVERY

4.1 The Supplier will aim to ship Parts that are in stock within 48 hours of the Confirmation being issued by the Supplier, however, any dates quoted for

delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Parts.

4.2 The Supplier shall deliver the Parts to the location set out in the Confirmation or such other location as the parties may agree in writing ("Delivery Location").

4.3 Delivery of the Parts shall be completed upon the Parts' arrival at the Delivery Location.

4.4 Items will be delivered by courier or special delivery.

4.5 The Supplier only delivers to addresses in the United Kingdom unless agreed otherwise in writing.

4.6 If the Customer fails to accept delivery of the Parts within three (3) Business Days of Delivery or the earlier of the Supplier notifying the Customer that the Parts are ready to be delivered or attempting to deliver the Parts (the "Expected Delivery Date") then,

- Delivery of the Parts shall be deemed to have been completed by 9:00 am on the third Business Day after the Expected Delivery Date; and
- The Supplier shall store the Parts until actual delivery takes place, and charge the Customer for all related costs and expenses (including storage, costs of attempted delivery and insurance), such charge to be invoiced to the Customer and payable within 30 days of the date of such invoice.

4.7 If ten (10) Business Days after the Expected Delivery Date the Customer has not accepted delivery of the Parts, the Supplier may re-sell or otherwise dispose of the Parts with no liability to the Customer in respect of the Parts, but the Supplier may invoice the Customer for the costs under clause 4.6 (b), such invoice to be payable in accordance with clauses 3.5 to 3.7.

5. PRODUCT SPECIFICATIONS

5.1 Details and specifications of Parts are descriptive only and the Supplier shall not be held responsible for the suitability (or otherwise) of any Part ordered.

5.2 It is the Customer's responsibility to ensure that any Parts are fitted by a competent person and in line with the manufacturer's specifications. The Supplier is not responsible for any damage caused by the fitting of a Part.

6. QUALITY, TITLE AND RISK

6.1 The Supplier warrants in relation to any new original or single replacement Part that on delivery and for a period of 90 days from the date of Delivery ("Warranty Period") the Parts shall:

- Conform in all material respects with their description; and
- be free from material defects in design, material and workmanship.

6.2 Subject to clauses 6.4 and 6.6, if:

(a) the Customer gives notice to the Supplier during the Warranty Period and within a reasonable time of discovery, that the Parts do not comply with the warranty set out in clause 6.1

(b) the Customer returns such Parts to the Supplier's place of business at the Customer's cost in accordance with the process at clause 7 and without delay and in any event within 14 days of receiving any replacement part, and (c) the Supplier is given a reasonable opportunity of examining such Parts and, acting reasonably, agrees that the Parts are defective and none of the situations in clause 6.4 apply; the Supplier shall, at its option, repair or replace the defective Parts or refund the price of the defective Parts. This shall be the Customer's sole and exclusive remedy in respect of a breach of the warranty set out in clause 6.1.

6.3 The Supplier shall issue an invoice to the Customer with any replacement part supplied, however, such invoice will be credited in full provided that the warranty claim is valid and the Customer has complied with its obligations set out in clauses 6 and 7 in respect of the return of the faulty Part.

6.4 The Supplier shall not be liable for the Parts' failure to comply with the warranty set out in clause 6.1 in any of the following events:

- the Customer makes any further use of such Parts after giving notice in accordance with clause 6.2(a); or
- the Customer alters or repairs such Parts without the written consent of the Supplier; or
- the defect arises as a result of fair wear and tear, incorrect fitting, wilful damage, negligence, or abnormal storage, maintenance or working conditions.

6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.6 The warranty at clause 6.1 does not cover:

- Loss or damage caused by any failure or malfunction in any supply service (including electricity, water, gas, steam) or any connection to such service or any external plumbing, drainage or ducting; or
- Parts which have been modified, customised or tampered with.

6.7 The risk in the Parts shall pass to the Customer on completion of Delivery (whether deemed or actual).

6.8 Title to the Parts shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Parts.

6.9 Until title to the Parts has passed to the Customer, the Customer shall:

- not remove or deface any identifying mark on or relating to the Parts;
- maintain the Parts in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
- give the Supplier such information relating to the Parts as the Supplier may require from time to time.

7. RETURNS POLICY

7.1 In addition to the right of return under clause 6, the Customer may notify the Supplier that it wishes to return a Part within twenty eight (28) days of

receipt of the Part. The Customer can email returns@jla.com and/or use the Supplier's standard returns form ("Returns Form").

7.2 All returns must be accompanied by a completed Returns Form. Returned items remain the responsibility of the Customer until they arrive at the Supplier's warehouse, so must be securely and correctly packed.

7.3 The Customer is responsible for the cost of returning the Parts and, if the Parts are not faulty, the Supplier will charge a 30% re-stocking charge which will be deducted from the refund or, if the Customer has not yet paid for the Parts, invoiced and payable in accordance with clauses 3.5 to 3.7. Please allow up to 14 Business Days for a refund to be processed.

7.4 All Parts are subject to an inspection on return. The following are excluded in all cases from the returns policy unless returned under the warranty terms set out at clause 6.1:

- Parts returned without a completed Returns Form;
- Parts which have been refurbished or used;
- Parts where the security tag has been removed or is no longer intact;
- Parts which have been specifically customised at the Customer's request; and/or
- Parts which are "non-stock" or special order items.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- fraud or fraudulent misrepresentation; or
- breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

8.2 Subject to clause 8.1:

- The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Parts.

9. FORCE MAJEURE EVENT

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

10. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

11. GOVERNING LAW AND JURISDICTION

11.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

12. DATA PROTECTION

12.1 The Supplier is entitled to make searches about the Customer at credit reference agencies. The agencies may record details of searches whether or not the Supplier agrees to enter into the Contract.

12.2 The Supplier may use credit-scoring methods to assess whether or not to enter into the Contract with the Customer and, in some cases, to verify the Customer's identity. This information may also be used for debtor tracing, to prevent money laundering, and to help with the Supplier's credit-risk and fraud protection activities.

12.3 If the Supplier enters into the Contract with the Customer, the Supplier may provide on-going details to the credit reference agencies where the Customer fails to pay on time or defaults under the Contract.

12.4 The Supplier will store the Customer's contact details on its customer database which will be shared with other members of the JLA Group and external third parties (such as subcontractors) acting on the Supplier's behalf as necessary to fulfil the Supplier's obligations under the Contract.

12.5 The Supplier may also use the Customer contact details to contact the Customer from time to time about other products and services provided within the JLA Group. If as a Customer you do not wish the Supplier to use your personal data in this way then please tick this box and return a copy of these Conditions to the Supplier for the attention of Marketing at Meadowcroft Lane, Ripponden, West Yorkshire, HX6 4AJ or alternatively email dataprotection@jla.com with the words "I do not wish to receive any further information about other products and/or services provided within the JLA Group."