

Standard Terms and Conditions of Business

1. Incorporation

Unless otherwise agreed in writing by J C Engineering Products (hereinafter called "the Seller"), these conditions shall apply to all orders accepted by the Seller for all goods and services supplied by the Seller.

2. Payment

Unless the Seller has requested payment with the order or agreed alternative arrangements in writing, payment shall be made within 30 days of the date of the Seller's invoice. The Seller reserves the right to charge interest at 2% per month in respect to any sum outstanding at the due date.

3. Risk and Property

Risk of loss of or damage to the Products shall pass to the Buyer at the time of delivery. The property in the goods shall not pass to the Buyer until all sums due or owing to the Seller on any account have been paid in full.

4. Surcharges

The Buyer pays all extra expenses due to:

- a. Cancellation of the order.
- b. Suspension of the order.
- c. Extra work caused by faulty data or drawings.
- d. Incomplete or unclear instructions.
- e. Change to instructions.

5. Buyer's property

All property of the Buyer held and transported by the Seller or its agents is at risk of the Buyer.

6. Liability

- a. The Seller accepts liability, subject to the clauses below, to make good by replacement or repair, defects in goods supplied by the Seller and which arise solely from the faults of the Seller, subject to the following conditions:-
 - i that the goods have been used solely for their proper and normal use.
 - ii that the defects have been notified to the Seller within seven days after despatch of the original goods.
 - iii that the defects have been apparent to the Seller on the Seller's inspection.
 - iv the defects arising from fair wear and tear are excluded.
 - v that no alterations or modifications (other than by the Seller) have been made to the goods.
- b. Without prejudice to the Buyer's rights under section 5 of the Unfair Contract Terms Act 1977 the Seller shall not be liable for any fault in the goods supplied which fault can be remedied under that warranty or guarantee are exhausted or excluded.
- c. Save in respect of loss of life and personal injury which liability cannot be excluded by law, the Seller accepts no liability for the consequential loss of any kind whatsoever.

7. Legal Construction

This document is subject to English Law.