

Standard Terms and Conditions

These conditions of sale govern all our contracts for the sale of goods and services, save to the extent that we have agreed to the contrary in writing we only offer our goods and services on the basis of the conditions. We will accept modifications but such acceptance must be in writing and cannot be inferred from a course of action

1. Definitions:

- 1.1 The Seller which expression means J C Engineering Products
- 1.2 The Products which expression includes all engineering components spare parts and all ancillary products manufactured and supplied by the Seller either to its own design or the design provided by the Client and which may or may not include the use of materials provided by the Client
- 1.3 The Service which expression means providing its own original designs of engineering components spare parts and all ancillary products to the specification provided by the Client
- 1.4 This Contract shall be construed in accordance with English Law and subject to the non-exclusive jurisdiction of the English Court

2. Client's duty to provide information and support

- 2.1 The Client shall be solely responsible for providing the Seller with all necessary information concerning its requirements for the Products or the Service. The Seller shall not be responsible for any shortcomings in such information
- 2.2 The Client shall provide the Seller with such support (including access and services) as are reasonable to permit the Seller to carry out the Service and manufacture the Products efficiently and speedily
- 2.3 The Seller will comply with all reasonable instructions of the Client in connection supplying the Products or the Service and if such instructions cause a delay or a cost increase then the Seller will so inform the Client

3. Timing of Delivery

- 3.1 In the event of delay beyond any date agreed for the performance by the Seller of its obligations under this Contract:-
- 3.2 Caused by circumstances beyond either party's control and/or otherwise than as provided for below, the Seller will be entitled to a reasonable extension of time
- 3.3 Caused by the Client, the Seller will be entitled to a reasonable extension of time and compensation for any costs, expenses and losses it suffers by reason thereof
- 3.4 Which is directly attributable to the fault of the Seller, the Seller's only liability to the Client will be compensation for the direct losses the Client suffers, limited to ½% of the contract price of the Products or the Service for every week of delay, subject to a maximum of 5% of such contract price
- 3.5 In the event that the Client is able to prove a claim beyond the limitations of the above clause and the claim is accepted by the Seller's insurers, it shall be limited to the limit of the cover provided by the professional insurance policy

maintained by the Seller, which shall be reasonable with regard to the Seller's industry

4. Limit of Liability

4.1 In the event of any claim against the Seller, which is directly attributable to the fault of the Seller, the Seller's liability to the Client will be limited to compensation for the direct losses the Client suffers, subject to a maximum of 5% of such contract price

4.2 In the event that the Client is able to prove a claim beyond the limitations of the above clause and the claim is accepted by the Seller's insurers, it shall be limited to the limit of the cover provided by the professional insurance policy maintained by the Seller, which shall be reasonable with regard to the Seller's industry

5. Materials and Sub-contractors

5.1 If the Products include materials provided by the Seller then the Seller will (based on the Client's information) advise on and procure materials that the Seller reasonably considers are appropriate for the contract at a reasonable price

5.2 If the manufacture of the Products requires the provision of subcontractors then the Seller will advise on and procure subcontractors who the Seller is satisfied are reasonably professionally competent. The Seller will not be responsible for any failures of subcontractors but will give all reasonable assistance to the Client to permit the Client to enforce its rights against sub contractors, including assigning all the Seller's rights to the Client on request

5.3 The Seller shall not be responsible for testing the Client's designs or the Seller's own designs unless this service has been specifically requested and the terms upon which such testing shall be carried out have been agreed by the Seller

6. Drawings, Designs and Confidentiality

6.1 All of the Seller's specifications, designs, drawings, illustrations and indications of physical, chemical and electronic properties ("*the Designs*") are approximate indications only and are not binding in detail, and the Seller shall be entitled to vary the same and/or to correct errors and omissions provided the Products remain in substantial conformity with the contractual requirements

6.2 The Intellectual Property (including all copyright, design right and other intellectual property in them and including any inventions, modifications, improvements, techniques or know-how affecting the Products made or gained in the course of performing this Contract) shall belong to the Seller absolutely

6.3 The Intellectual Property shall as between the parties belong to the Seller and the Client is not entitled to make any use of the Intellectual Property other than for the purpose of this Contract and the Client warrants that it will use its reasonable endeavours to assist the Seller in protecting such Intellectual Property

- 6.4 Neither party shall disclose to third parties or use for its own purposes any confidential information or trade secrets of the other party
- 6.5 Each party warrants that it has the necessary intellectual property rights to enable it to perform its contractual obligations and will forthwith inform the other on discovery of any infringement of intellectual property rights

7. Prices Terms and Vesting

- 7.1 All invoices shall be paid in pounds sterling within 28 days from the date of invoice ("*the Due Date*") without any deduction or withholding on account of any rights of equitable set-off which the Client may have (save where the same are based on fraud)
- 7.2 Prices quoted are net ex-works unpacked and are subject to VAT or other taxes unless specifically stated to the contrary
- 7.3 The Seller may charge interest for late payments in accordance with its statutory right.
- 7.4 In case of any non-payment the Seller shall be entitled (without prejudice to its other rights) to suspend performance and charge the Client for all costs and expenses occasioned thereby and/or at any time thereafter to terminate the Contract in accordance with clause 7 below
- 7.5 All Products shall remain the property of the Seller until paid for in full
- 7.6 Between delivery and payment in full the risk in the Products shall be with the Client, who shall keep the same in good condition and repair, properly insured, stored and labelled as being the Seller's property
- 7.7 In the event of non-payment (in full or in part) for the Products by the Due Date, the Client hereby irrevocably licenses the Seller (insofar as it is able) to enter upon any premises to repossess the Products

8. Rectification of breaches of these terms and conditions

- 8.1 With the exception of any fundamental breach of these terms and conditions, either party will have 5 working days to rectify any breach, providing that such breach will be notified to the other party in writing within 5 working days of such breach occurring
- 8.2 Failure to pay the Seller's invoices on the Due Date will amount to a fundamental breach of these terms and conditions.

9. Publicity and Examples

The Seller shall have reasonable right to publicise its involvement in the Contract and the work that was the subject of the Contract which is in the public domain.