

JILES ELECTRONICS CONDITIONS OF SALE

1 Definitions

- 1.1 In these conditions:
- “Buyer”** means the person, firm or company with whom the Contract is made;
 - “Company”** means Jiles Electronics;
 - “Company’s Premises”** means the premises mentioned in the company’s quotation/invoice, or if not mentioned, Unit3, Sidney Robinson Business Park, Ascot Drive, Derby, DE24 8ST;
 - “Contract”** means the contract between the Buyer and the Company for the Sale and Purchase of goods;
 - “Goods”** means the goods supplied to be the supplied pursuant to the Contract;
- 1.2 Words in the singular shall include the plural and vice versa, references to gender shall include the others.

2 Orders

- 2.1 Notwithstanding that the Company has given a Detailed quotation no order shall be binding upon the Company until it has been accepted in writing.
- 2.2 No liability made by the Buyers in pursuance of The Contract will attach to the Company.

3 Prices

- 3.1 Unless otherwise agreed in writing:
- The price payable for goods shall be the list Price of the Company current at the date the Goods are available for collection, or are despatched;
 - the Company’s prices are subject to change, taking in to account any variation in the Company’s costs. This company reserves the right to alter invoice price by the amount of any increase or decrease in costs.
- 3.2 All prices are exclusive of V.A.T, and any Cheque guarantee, or credit card surcharges.

4 Terms of Payment

- 4.1 Unless otherwise agreed by the Company in writing the Buyer shall pay for the goods with cleared funds or COD depending upon status.
- 4.2 If the Company requires payment by Credit Card or Cheque which requires a guarantee, the surcharge will be payable by the buyer. Any costs involved in the transfer of funds will also be payable be the Buyer.
- 4.3 The Company reserves the right to charge Interest on overdue payments.
- 4.4 The price of Goods shall be due to the Company in accordance with the terms of Contract, and the Buyer shall not be entitled to exercise any offset, lien or any similar right or claim.
- 4.5 The Company reserves the right to offset amounts owed to the Buyer against monies owed to the Company by the Buyer.

5 Despatch

- 5.1 Unless otherwise agreed by the Company in writing the price of the Goods is exclusive of carriage, packing and insurance to the Buyers premises.
- 5.2 All times, dates or periods given for delivery or collection of Goods are given in goods faith but without responsibility on the Company’s part.
- 5.3 The company is in no way liable for any consequential losses incurred by the buyer due to non/late delivery.
- 5.4 Any time specified for the delivery or collection of goods shall not be the essence of the Contract.
- 5.5 No liability for loss of or damage to the Goods prior to the Goods being available for collection,

or for any claim that any item delivered pursuant to the Contract is defective or otherwise not in accordance with the Contract (being a defect or loss, damage or non-compliance which would be obvious upon a reasonable inspection of the Goods) will attach to the company unless claims to

- 5.7 That effect are notified in writing by the Buyer to Company within 24 hours of delivery or of the Goods being made available for collection for loss, Damage, defect or non-compliance with the Contract.

- 5.8 If the Buyer shall fail to give notice in Accordance with condition 5.4 above the Goods concerned shall be deemed to be in all respects in accordance with the contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly and all claims in respect of loss, damage, defect or non-compliance shall thereafter wholly barred.

6 Returns

- 6.1 Goods supplied in accordance with the Contract cannot be returned without the Company’s prior consent. Authorisation shall be issued when the Jiles returns form has been fully completed and the returns department checks they are Jiles stock.

- 6.2 The Company operates a return to base Warranty. All Goods must be returned to the Company with the Returns number clearly labelled on the outside of the box with the necessary paperwork.

- 6.3 The Company aims to provide RMA numbers within 48 hours of receiving the paperwork, however, the Company accepts no responsibility if it is unable to fulfil this aim.

- 6.4 The Company aims to replace faulty Goods within 28 days of receipt, however, this cannot be guaranteed. Where possible, current stock products will be replaced quicker.

- 6.5 Faulty goods will be replaced with an identical product wherever possible. However, if a situation arises where this is impossible Jiles Electronics reserves the right to replace the item with the nearest equivalent.

- 6.6 Any items returned with evidence of physical damage will be refused as the warranty is invalidated.

- 6.7 Any goods sold with onsite warranty developing faults (or apparent faults) will be deemed to be the customers responsibility and warranty shall be as per the manufacturers terms and conditions and specifications.

7 Passing of Title and Risk

- 7.1 From the time that the Goods are despatched from or made ready for collection at the Company’s Premises the Goods shall be at the Buyer’s risk who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the Company’s until all payments to be made by the Buyer under the Contract and any other contract between the Company and the Buyer and on any other account whatsoever have been made in full and unconditionally.

- 7.2 The Buyer may only re-sell the Goods to the Buyers customers in the ordinary course of the Buyers business as a fiduciary and trustee for the Company. In the event of any resale by the Buyer of the Goods the Company’s beneficial entitlement shall attach to the proceeds of sale or other disposition thereof shall be held on trust in a separate identified account for the Company.

- 7.3 In the event of failure to pay the price in accordance with the Contract the Company shall have power to re-sell the Goods.

- 7.4 Pending payment of Goods the Buyer shall at

- all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance.
- 7.5 The goods remain the property of the Company until paid for in full. Should the Buyer at any time default on payment, the Company reserves the right to collect all goods in lieu of payment.
- 8 Conditions and Warranty**
- 8.1 The Contract shall not constitute a sale by description or sample.
- 8.2 Any conditions or warranties as to the quality of the Goods or their fitness for any particular purchase or as to the correspondence of the Goods with any description or sample are hereby expressed negatively.
- 9 Defective Goods**
- 9.1 Damage caused to any returned Goods which is due to faulty packaging is the responsibility of the buyer.
- 9.2 The Buyer must inform the company within 24 hours of receipt of goods when such defect appeared shall at the Company's written request return the defective Goods carriage paid to the Company's premises.
- 9.3 Nothing herein shall impose any liability upon the Company in respect of any defects arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular (but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Company or Manufacturers as to the storage and handling of the Goods.
- 9.4 A defect in Goods may not be a reason to Cancel a whole order, and subsequent payment.
- 9.5 Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from the its negligence in so far as the same is prohibited by United Kingdom statute.
- 10 Buyers Specification**
- 10.1 The Company shall not be liable for imperfect work caused by the inaccurate work, quantities or specification by the Buyer.
- 11 Consequential Loss**
- 11.1 The Company shall not be liable for any costs, Claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, product or accruals or loss of such costs, claims, damages or expenses on a time basis.
- 12 Default or insolvency of Buyer**
- 12.1 If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer's property or assets (or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a Company) if any resolution or petition to wind up such company shall be passed or presented if a receiver, administrative receiver or administrator of the whole or any part of such Company's undertaking property or assets shall be appointed) the Company is in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend delivery or any further deliveries (as the case may be) of Goods until any default by the Buyer be remedied.
- 12.2 In the event of a Cheque not being

Honoured we reserve the right to claim payment for the whole amount of the debt due to us.

- 13 Limitation of Liability**
- 13.1 The aggregate liability of the Company (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.
- 14 Representations**
- 14.1 No statement, description, information, warranty, condition, or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.
- 15 Force Majeure**
- 15.1 The Company shall be entitled to delay or cancel the performance of its obligations under the Contract and these conditions if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining, delivering or making available for collection the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in, or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.
- 16 Cancellation**
- 16.1 Save as provided in conditions 15 and 18 hereof contracts may not be cancelled except by agreement in writing of both parties and upon the payment to the Company of such amount as may be necessary to indemnify the Company against all loss resulting from the said cancellation.
- 17 Sub-contracting**
- 17.1 The Company may assign the Contract with the whole or any part thereof to any person, firm or] company.
- 18 Proper law**
- 18.1 The Contract shall in all respects be governed and construed in accordance with English law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the English courts and it is agreed that the high court in Derby is a convenient forum for the hearing of any dispute.

I have received understood and agree to these terms and conditions.

Signed.....

Date.....

Company Name.....

Position.....