

JLC Business Services Limited Terms and Conditions of Sale

1 Definitions

In these terms and conditions:

- 1.1 "JLC," shall mean JLC Business Services Limited, whose registered office is situated at The Office, 9 Sir Evelyn Road, Rochester, Kent, ME1 3NB.
- 1.2 "Buyer" shall mean the person, organisation, firm or company from whom orders are accepted.
- 1.3 "Products" shall mean the range of computer equipment, services, Internet connectivity, other product accessories, services and components supplied by JLC from time to time.
- 1.4 "Order" shall mean an order accepted by JLC at its premises.

2 Quotes.

- 2.1 Quotes issued by JLC shall not constitute a binding contract until acceptance by JLC and the buyer. There shall be no binding contract until acceptance between JLC and the Buyer and until such time as confirmed by JLC.

3 Orders, Acceptance and Cancellation.

- 3.1 An order shall be accepted only upon and subject to these JLC Terms and Conditions of Sale. The Buyer understands and agrees that future orders are subject to these JLC Terms and Conditions. No other terms and conditions, written or oral, shall be incorporated into the contract unless confirmed in writing by a director of JLC.
- 3.2 No cancellation or amendment of an order will be accepted unless received by JLC in writing at least three days before the delivery date notified by JLC to the buyer.
- 3.3 No cancellation or amendment of an order will be accepted where products have been manufactured, ordered, set aside for the Buyer or purchased by JLC to meet the Buyers requirements or where a special price has been negotiated with the Buyer.
- 3.4 This does not affect any statutory rights the Buyer might have.
- 3.5 All prices quoted to the buyer are on the basis of full quantities specified by the Buyer. JLC reserve the right to revise prices in the event of alteration of the quantity of products being ordered.

4 Price of Products.

- 4.1 An order is accepted only on the condition that the prices of the products shall be those in use on the date of dispatch of the products. All prices and other sums payable by virtue of these terms and conditions are subject to the addition of Value Added Tax or such other tax required to be paid by law at the rate for the time being in force. Prices are also exclusive of installation charges and carriage fare.
- 4.2 Where an estimate or quotation is given and is based on information supplied by the Buyer and that information is subsequently changed or proves to be incorrect, JLC reserves the right to increase the price or cancel the order.

4.3 JLC shall have the right to adjust its prices for any increase in the price of materials, parts, labour, transport, changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of order.

5 Product specification.

5.1 The Buyer shall within 7 days from and including the date of the delivery of the products carry out at its own expense tests to ensure that the products satisfy the Buyer's reference specification as set out in the delivery note and shall notify JLC in writing of any discrepancies within 7 such days. If the Buyer fails to make any such notification it shall be deemed to have accepted the products as satisfying the product specification.

6 Delivery.

6.1 The Buyer shall at the time of placing an order with JLC specify, in writing, the date, address and any general instructions for the delivery of the products.

6.2 JLC shall use its best endeavours to supply and deliver the products in accordance with any such dates, addresses and any general instructions specified by the Buyer. However, it shall not be liable as a result of delay in or failure to deliver for any consequences of such delay or failure to deliver and in particular such delay or failure shall not entitle the Buyer to rescind the contract or claim damages.

6.3 The Buyer shall pay reasonable delivery charges to JLC. Such charges shall be published from time to time by JLC.

6.4 If no delivery of the products takes place JLC may sell the products at the best price obtainable and the Buyer will be liable for the costs of the sale. If the products are sold for less than the price payable by the Buyer, the Buyer shall remain liable to pay JLC the difference in price.

6.5 No claim for short delivery or in respect of damage in transit will be accepted by JLC unless such shortage or damage is notified to JLC and the carrier within one working day of delivery.

6.6 This does not affect any other rights or remedies JLC may have.

7 Risk and Title.

7.1 Risk in the products shall pass from JLC to the Buyer on delivery of the products to the Buyer at the delivery address specified by the Buyer.

7.2 For the purpose of section 12 of the Sale of Goods Act 1979, JLC shall transfer only such title or rights in respect of the products as JLC has and if the products are purchased from a third party shall transfer only such title or rights as that party had and has transferred to JLC.

7.3 Notwithstanding the earlier passing of risk, title in the products shall remain with JLC and shall not pass to the Buyer until the amounts due under all outstanding invoices for products supplied (including interests and costs) have been paid in full.

7.4 Until title passes, the Buyer shall hold the products as bailee for JLC and shall store or mark them so that they can at all times be identified as the property of JLC.

7.5 JLC may at any time before the title passes and without any liability to the Buyer repossess and dismantle and use or sell all or any of the products and by doing so

terminate the buyer's right to use, sell or otherwise deal in them and for that purpose or determining what if any products are held by the Buyer and inspecting them enter any premises of or occupied by the Buyer.

7.6 JLC may maintain an action for the price of any of the products notwithstanding that title in them has not passed to the Buyer.

7.7 At no time must the Buyer add labels to machines, as warranty will be invalidated.

8 Payment.

8.1 JLC shall render an invoice on delivery of the products to the Buyer. Payment for the products, delivery charges and any taxes shall be due and payable by the Buyer to JLC not later than 14 days from the date of invoice and without the right of deduction or set off unless terms of credit have been agreed, all products sold by JLC must be pre-paid by the Buyer.

8.2 In the event that the Buyer shall delay in making payment on the due date, then the Buyer shall be liable to pay JLC interest on the overdue amounts from the date on which payment was due to that on which it was made (whether before or after judgement) on a daily basis at a rate of 2% over base rate quoted from time to time by Lloyds TSB Bank Plc and reimburse to JLC all costs and expenses including legal costs incurred in the collection of any overdue amounts. In the event that the Buyer is in arrears in the payment of any sums due or shall have exceeded any agreed written credit limit, JLC shall be entitled, (without prejudice to any other rights or remedies it may have) to:

- (a) Withdraw any credit facilities and shall not be obliged to supply any further products whether orders have been accepted by JLC or otherwise.
- (b) Enter upon the clients' property in order to repossess the property belonging to JLC and for that purpose the Buyer hereby grants to JLC or its agents and employees an irrevocable licence to enter any premises where the products are stored in order to repossess the same.

8.3 JLC shall be at liberty at any time to vary or suspend any terms of credit or credit limit given to the Buyer.

8.4 JLC rights under the agreement will not be affected by any forbearance of concession made by JLC.

9 Warranty.

9.1 JLC warrants that the products shall be free from defects in materials or workmanship. The period of such warranties shall be one year unless otherwise stated. The warranty period shall commence on the date of dispatch of the products to the Buyer.

9.2 In the event of any established breach of warranty, JLC shall repair, replace or credit in its absolute discretion any defective products. The Buyer shall be liable for the delivery charges incurred in returning the defective products to JLC, but shall not be liable for the cost of repair or the replacement of the products to the Buyer.

9.3 Repairs undertaken by JLC under the terms of its warranty are guaranteed for 90 days from the date of dispatch to the Buyer.

- 9.4** Where JLC in its absolute discretion replaces any defective products, the warranty on such replacement products shall continue in effect for the remainder of the unexpired term of the warranty commencing from the date of dispatch of the defective product. Replaced products become the property of JLC.
- 9.5** The warranty shall not cover any defect caused:
- (a) By fair wear and tear.
 - (b) In whole or in part by the negligence of the Buyer or a user.
 - (c) By improper or unauthorized use of the products including any attempt to carry out repairs or modifications to the product.
 - (d) By causes external to the products.
- 9.6** The Buyer shall have no claim for loss or profits or contracts or consequential loss, which may be suffered by the Buyer or by any third party arising out of such breach of warranty.
- 9.7** Failure by the customer to settle accounts rendered for goods supplied will render the warranty null and void.
- 9.8** Returns Procedure.
- (a) The Buyer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the buyer to JLC for repair, replacement or credit which products will be at the risk of the Buyer until actual receipt thereof by JLC.
 - (b) JLC will not accept returned products for repair, replacement or credit unless such a return has been agreed in advance by it in writing and the products are received in stock condition, original packaging and clearly marked with the appropriate "Returns Materials Authorization" number issued by JLC at the time of the intent to return the products is notified to it together with a full description of any alleged defect.
 - (c) Any notification of return of dead on arrival (DOA) products must be made no later than 7 days from the date of invoice.
 - (d) JLC reserves the right to levy a surcharge of 15% of the value of the products to the Buyer in an event of returned products being found to be in working order in accordance with the specifications of the order.
 - (e) JLC reserves the right to replace products with product(s) considered by JLC to be of equal specifications to the products being replaced.
- 9.9** In no circumstances shall the liability of JLC to the Buyer under this condition exceed the invoice value of the products.

10 Storage.

In the event that written dates, addresses and general instructions for delivery of the products are not notified to JLC at the time of placing the order, JLC shall be entitled to store the products and the Buyer shall be liable for the reasonable costs of such storage.

11 Design Changes

JLC reserves the right to supply products with such design and specification changes as technological development may require without prior notice.

12 Intellectual Property

The Buyer shall promptly notify JLC of any claim received by the Buyer alleging an infringement of patent or other intellectual property rights of a third party. JLC will refer such matters forthwith to the manufacturer of the products. The Buyer shall co-operate with JLC in defending any patent or other right claimed in respect of the products and the Buyer shall execute all such documents and do all things JLC may require pursuant thereto. JLC shall not be liable to the Buyer in respect of any patent infringement or claim based upon the use of products or a part thereof modified for use in connection with equipment or devices not supplied by JLC or in a manner for which the products were not designed. Liability is further limited to the use of products only in countries for which patent protection has been obtained.

13 Force Majeure.

JLC shall not be liable for any act or omission arising which shall render performance of the contract impossible or shall in any way have the effect of frustrating the common cause where such act or omission is beyond the control of either JLC or the Buyer or was not foreseeable by them. Such act or omission shall have the effect of automatically terminating the contract.

14 Representations.

No agent of JLC has authority to make oral representations prior to or after placing an order. Nor, subject to clause 2.1 has any agent of JLC authority to vary or modify the terms and conditions herein, unless confirmed in writing by a director of JLC.

15 Insolvency and Determination of contract.

15.1 If there is any default or breach of contract of any of the Buyer's obligations hereunder or in the payments due to JLC under any contract whatsoever or if any distress, execution or other legal process shall be levied upon or served against the Buyer's property or assets, or if the Buyer enters into any composition or arrangement with any of its creditors, or if any petition or receiving order shall be presented or made against the Buyer or if the Buyer is a company, any resolution or petition to wind it up shall be passed or if a receiver of all or any of its assets shall be appointed, in any jurisdiction then (without prejudice to other remedies) in each and every case JLC shall have the right at any time to determine the contract, to cancel any outstanding delivery and to stop any products in transit and notwithstanding any other provisions, payment in respect of any delivery already made shall be immediately due.

15.2 In the event of any cheque issued by the Buyer being unpaid, the Buyer will be liable to pay JLC for any bank charges incurred, interest at 3% above Lloyds TSB Bank base rate and a £20 administration fee. As a consequence of any unpaid cheque, JLC shall be entitled to treat this contract as at an end and to suspend all further deliveries under it and payment for all products delivered but not paid for shall become due immediately.

15.3 The Buyer shall immediately notify JLC in writing in the event of the following:

- (a) Change or alteration in name.
- (b) Change of bankers.
- (c) Any change of Directors, Principals or Partners.
- (d) Change of address or that of any Directors, Principals or Partners.

15.4 Notices.

Any notice served under this agreement will be properly served if in writing and sent by facsimile or prepaid letter post or delivered by hand to the address on the account application or the last known address of the addressee. Notice will be deemed to be effective at the time of sending of the facsimile, or 72 hours after posting if being sent by pre-paid Letter post and at the time of delivery if by hand.

16 Health and Safety.

The Buyer shall take all reasonable steps to ensure that the goods are used in accordance with any relevant information or advice which JLC may make available to the Buyer including without limitation drawing the Buyer's attention to JLC instructions and warnings relating to the sale and proper use of the product.

17 Extent of Liability.

JLC shall have no liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract or any negligence, breach of statutory or other duty on the part of JLC or in any way out of or in connection with the performance or purported performance of or failure to perform the contract except:

- (a) For death or personal injury resulting from JLC negligence.
- (b) Or as expressly stated in these conditions.

17.1 Assigned Invoices

Where an invoice has been assigned to a third party, any terms and conditions applied by the assignee shall be in addition and shall not supersede the terms and conditions of JLC.

18 Governing Law.

These terms and conditions shall in all respects be construed and interpreted in accordance with the law of contract in England and Wales notwithstanding the effect of the Law of the European Union. Where JLC and the Buyer have contracted to perform in England and Wales or Scotland the Competent Court of Jurisdiction shall be the High Court of England and Wales. Where the Buyer is resident in the European Union JLC may at its absolute discretion nominate the Court of the Buyer's member state to be the Court of competent jurisdiction under the Brussels's Convention. Where the Buyer is resident elsewhere JLC shall possess the absolute discretion as to the competent court of jurisdiction.