

Terms and Conditions of Sale



GENERAL These conditions apply to all sales of goods by Jordan Reflectors Limited (The Company) and shall prevail over any other terms or conditions contained or referred to in the Purchaser's order unless agreed in writing between the parties.

TERMS Payment is on a proforma invoice except where specific credit terms have been agreed in writing by The Company. Where a credit account is applied for a bank and two trade references will be required. Settlement of all accounts is required before month end of the month following the date of invoice. Late payment will incur interest from the day due at a rate of 3% above that of The Company's bankers. The Company shall have the right to discontinue delivery and the discretion to determine any contract if the customer defaults on payment.

RETENTION OF TITLE (a) Title to the Goods or any part thereof shall pass to the Purchaser only upon the happening of anyone of the following events:

- i. The Purchaser has paid to The Company all sums due from it to The Company under this Contract and under all other contracts between The Company and the Purchaser including any sums due under contracts made after this Contract whether the same are immediately payable.
- ii. when The Company serves on the Purchaser notice in writing specifying that title in the Goods or such part thereof has passed.

NB: The Title of tools, jigs, formers, and the like (Production Tooling) paid for by the Purchaser for the exclusive use of producing the Purchaser's products will remain with The Company such that The Company will hold, store and maintain the Production Tooling at its own cost.

(b) The Company may recover Goods in respect of which title has not passed to the Purchaser at any time and the Purchaser hereby licenses The Company, its officers, employees, and agents to enter upon any premises of the Purchaser for the purpose either of satisfying itself that condition (c) below is being complied with by the Purchaser or of recovering any Goods in respect of which title has not passed to the Purchaser. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events relating to insolvency or otherwise and without prejudice to any accrued rights of The Company there under.

(c) The Purchaser shall ensure that Goods in respect of which title has not passed are stored separately from other goods and that they are clearly identifiable as belonging to the Purchaser. If the Goods are combined by the Purchaser with other items or materials or utilised or consumed in the production of other items or materials The Company shall retain title to the Goods if they remain capable of removal or separation from the resulting items. Until title to the Goods has passed to the Purchaser pursuant to this condition it shall possess the Goods as a bailee of The Company on the terms of this Contract. If The Company so requires the Purchaser will return the Goods in good condition and will meet any cost of The Company incurred in recovering or repairing the Goods in the event of the Purchaser's failure to comply with this sub-condition.

(d) Without prejudice to the foregoing sub-conditions and in the event that the Purchaser shall in the course of its business dispose of the Goods to a customer being a bona fide Purchaser without notice of The Company's rights then the Purchaser shall have a fiduciary duty to the Seller to account to The Company for the proceeds (which shall be kept separate and identifiable from the Purchaser's own monies) but may retain there from any excess of such proceeds over the amount outstanding under this or any other contract between them.

PRICES Whilst every effort will be made to invoice goods at the prices Quoted and/or acknowledged The Company reserves the right to invoice goods at the rate ruling on despatch.

DELIVERY The Company shall not be liable for any loss, direct, indirect, or consequently caused to the customer by late or non-delivery. The customer shall indemnify The Company against all claims made by third parties in respect of any loss or damage relating to goods supplied by The Company. Any dates agreed for delivery shall be regarded as estimates only. At The Company's discretion completed orders remaining at The Company three working days after notification of completion may be stored off-site with the cost being borne by the Purchaser.

FORCE MAJEURE If the supply of goods is delayed or prevented by reason of industrial action, breakage of machinery, Act of God, or by any other reason whatsoever outside the reasonable control of The Company, the period for completion of the contract shall be extended to such extent as is reasonably having due regard to the circumstances.

CARRIAGE Carriage on all orders is chargeable (ex-works).

CLAIMS Unless goods have been checked upon receipt they should be signed for unexamined. Claims for shortage and damage in transit must be notified in writing to the carrier and The Company within three days of receipt. Damaged goods and packing should be returned for inspection. In the case of non delivery, notification is required within ten days of advice. Any damages occasioned to the goods after delivery to the Purchaser's premises or site will be the sole responsibility of the Purchaser.

ORDER AMENDMENTS AND CANCELLATIONS The Company reserve the right to charge in full any costs incurred or contracted for in respect of re-handling an order or contract which is cancelled or amended. Specials and custom product only accepted upon a non cancellable basis.

RETURNS Returns are not normally accepted. Where return of goods is agreed this will have to be obtained in writing before goods can be accepted at The Company's premises. The Company will charge for work done and levy a handling charge normally at a minimum of 25% of the nett invoice price. Any credit will only be offered for standard products returned in original packaging and of 'new' condition.

GUARANTEE The Company will not accept liability for any equipment that fails due to inappropriate installation including situations where the environmental conditions are not suitable for the ratings of the equipment. Goods proved to be defective in design or manufacture within twelve months from date of despatch from The Company's works will at The Company's option be replaced or rectified at The Company's premises.

The Company's liability shall in no circumstances exceed the invoice value of the goods accepted as defective. No allowance will be made for the Purchaser's or third-party labour, consequential damage, or other expense however incurred.

PRODUCT SUITABILITY Everything possible within The Company's power is done to ensure good materials and workmanship, but The Company cannot guarantee that the goods supplied are suitable for the purpose of which, or the conditions under which they are used, unless The Company has given a written guarantee of the suitability of the goods after having been given full details of such purposes and/or conditions.

SPECIAL PRODUCTS AND VARIATIONS All orders for special products or sizes must detail in writing actual finished dimensions and specifications. Production cannot proceed until receipt of same. No amendment to original order will be accepted unless agreed in writing. All orders will be subject to The Company's normal manufacturing tolerances, regarding material thickness and dimensions. In the event of any work being carried out upon or alterations made to any article by or on behalf of the Purchaser subsequent to the delivery, The Company shall not be liable for any defect or deterioration in any such article resulting from such work or alteration.

DESIGN ALTERATION AND TOLERANCES Goods supplied may vary in detail from the illustrations, drawing and descriptions as a result of improvement and refinement. Where sizes and material thickness are shown these will be subject to variations as dictated by the manufacturing process or raw material supply and such are for guidance only. Colour finishes will be maintained as accurately as possible but matching cannot be guaranteed.

GOVERNING LAW The contract including these conditions shall be governed by and construed in accordance with English Law, and the application of the Uniform Law on the International Sale of Goods in entirety is excluded.