

JWA Tooling Limited – 01/04/2013
General Terms and Conditions of Sale

For clarity JWA Tooling Limited is abbreviated to JWA in this document

1 Law. All disputes arising out of or in connection shall be governed by English Law.

2 Acceptance of Orders.

2.1 Any quotation and/or estimate relating to goods supplied by JWA shall constitute an invitation to treat only and not an Offer to contract. Any order placed by a Buyer with JWA shall be accepted entirely at the discretion of JWA and if so accepted will only be accepted upon the General Terms and Conditions of Sale (hereinafter known as Conditions).

2.2 These Conditions shall override any contrary, different or additional terms or conditions contained or referred to in a Buyers order or in any other correspondence or document from that Buyer and no addition, alteration or substitution of these Conditions will bind JWA or form part of any order unless expressly agreed in writing by a person authorised to sign on behalf of JWA.

2.3 A Buyer's order shall be deemed to have been accepted by JWA upon:

2.3.1 The acceptance by JWA of payment in cleared funds for the goods.

2.3.2 Dispatch to the Buyer of an advice note/acknowledgement advice or note advising that the Buyer's order has been recorded and will be fulfilled once the goods to which the advice note/acknowledgement relates are available.

2.3.3 Delivery of the goods to the Buyer or to some person authorised to collect the goods on the Buyer's behalf, whichever is the earliest.

2.3.4 Each order which is so accepted shall constitute an individual legally binding contract between JWA and the Buyer.

3. Price. Price charged will be the price in effect at date of acceptance of the Buyer's order.

4. Quality of Goods. JWA warrants only that goods comply with sales specifications unless otherwise agreed. No other warranties are given or implied.

5. Liabilities. JWA's liability is limited at all times to replacing goods shipped by JWA which have been shown to be defective. All other claims of consequential damages, loss of profits, etc are excluded.

6. Short Deliveries/Damage in Transit. JWA will not be responsible for damages in transit or for short delivery unless Buyer gives written notices to JWA (and carrier if applicable) within 3 days of receipt of goods and indicates short quantities on JWA's delivery note.

7. Non Deliveries. JWA is not responsible for non-delivery within the UK unless Buyer gives written notice to JWA and to Carrier within 14 days of date of invoice.

8. Packages/Container. Containers are not returnable unless otherwise stated.

9. Safety Data. JWA maintains Manufacturer's data to ensure that goods sold by JWA are safe and without risk to health if properly used. Whenever such Data is required, Buyer should contact JWA.

10. Risk. Risk of loss or damage to products sold shall pass to Buyer at point of delivery.

11. Title.

11.1 Notwithstanding that credit may have been given to the Buyer under the Contract and/or notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the property of the goods shall not pass to the Buyer until JWA has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by JWA to the Buyer for which payment is then due.

11.2 Until such time as the property in the goods passes to the Buyer, the Buyer shall hold the goods as JWA's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and Third Parties and properly stored, protected and insured and identified as JWA's property. Until that time, the Buyer shall be entitled to re-sell or use the goods in the ordinary course of its business but shall account to JWA for the proceeds of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and Third Parties and in the case of tangible proceeds properly stored, protected and insured.

11.3 Until such time as the property in the goods passes to the Buyer (and provided the goods are still in existence and have not been re-sold) JWA shall be entitled at any time to require the Buyer to delivery up of the goods to JWA and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any Third Party where the goods are stored and repossess the goods and if necessary to dismantle the same without being liable for any damage caused by so doing and in respect of any of the aforesaid action, the Buyer will allow and procure for JWA any necessary access thereof.

11.4 The Buyer shall not be entitled to pledge or in any way charge by way of security or any indebtedness any of the goods which remain the property of JWA but without in any way detracting from the aforesaid prohibition. If the Buyer does so all monies owing by the Buyer to JWA shall, without prejudice to any other right or remedy of JWA, forthwith become due and payable.

11.5 The goods may be re-sold by the Buyer in the ordinary course of business as JWA's agent. The fiduciary relationship shall continue in respect of the proceeds of sale and must first be used to discharge any outstanding indebtedness to JWA in priority of any other claim.

11.6 The Buyer shall also assign to JWA at JWA's request any unpaid debts arising from such sales to Third Parties where property in the goods has not passed prior to the sale. JWA may pursue such debts and thereafter return to the Buyer any monies recovered in excess of the sums owing after deducting its reasonable costs and expenses in pursuing the claim.

11.7 If the Buyer makes new objects from the goods and mixes the result with other objects or if the goods in any way become constituents of any other object then JWA will retain ownership of such objects where property of the goods has not passed to the Buyer. To this end, the Buyer agrees that ownership of the goods whether finished or not is retained by JWA, notwithstanding conversion into new or mixed objects but to the extent that such new or mixed objects contain constituent parts provided by JWA and further the Buyer should assign to JWA at JWA's request any unpaid debts arising from sales of the new or mixed objects to Third Parties where property in the goods have not passed to the Buyer prior to sale.

11.8 The sub-clauses above of this Clause 12 hereunder shall stand separately and any disputes involving one shall not affect the other, nor shall they affect any other clauses within these Conditions.

11.9 Tools, Dies and Patterns where part cost has been quoted and included in the price of the article or otherwise, remain the property of JWA unless otherwise agreed in writing by JWA. Such Tools, Dies or Patterns will be preserved by JWA for a reasonable time in anticipation of further orders but without liability whatsoever on the part of JWA.

12. Delivery. Indication of time of delivery is without obligation.

13. Force Majeure. In case of force majeure or other contingencies beyond JWA's control, JWA may withdraw from that part of the contract not complied with.

14. Whole Contract. Foregoing conditions shall constitute entire contract between JWA and Buyer and shall replace any prior conditions proposed or tendered by either party.

15. Patents, Trademarks, Instructions, Warnings.

15.1 No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters, patent, trademarks, registered designs, copyright or other industrial rights and in this respect the Buyer shall accept such title to the goods as the Seller has. If the Buyer uses the Goods in such a manner as to infringe any such third party rights the Seller shall not be responsible for such infringement, and the Buyer will indemnify the Seller from anything arising there from.

15.2 The Buyer shall not, without the Seller's prior written consent, allow any trade or service mark of the Seller, or any instruction or warning applied to the Goods, to be obliterated or obscured, or use or apply any such mark itself. The Buyer shall strictly comply, and ensure that its employees and agents strictly comply, with all instructions, warnings, labels, data sheets, health & safety information and instructions, waste disposal instructions and any other material supplied by the Seller with, or in connection with, the Goods; when supplying the Goods, ensure that they are accompanied by the same; and indemnify the Seller against any consequences of any failure by the Buyer to fully comply with this Condition.

15.3 All know-how, samples and other items relating to the Goods or their development and creation, shall remain the Seller's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Seller's prior written consent.

16. Terms of Payment.

16.1 Notwithstanding anything below in this Condition 17, JWA may at any time require the Buyer to make payments in advance of delivery or to advance adequate security for the payment of all amounts due or to become due under the contract.

16.2 All credit accounts are granted subject to the approval of trade and bank references by JWA. Where the Buyer does not have a credit account all amounts charged by JWA are strictly net and payable in full upon delivery of the goods to the Buyer unless otherwise agreed by JWA in writing.

16.3 Unless otherwise agreed in writing by JWA prior to delivery, payment for the goods shall be made not later than 30 days following the date of delivery.

16.4 If the Buyer fails to make any payment on the due date then without prejudice to any other rights or remedy available to JWA, JWA should be entitled to

16.4.1 Cancel a Contract or suspend any further deliveries to the Buyer at the complete discretion of JWA:

16.4.2 Appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other Contract between the Buyer and JWA) as JWA may think fit (notwithstanding any purported appropriation by the Buyer) and;

16.4.3 Charge the Buyer interest both before and after any judgment on the amount unpaid at the rate 8% plus the Bank of England base rate for business to business transactions from time to time until

payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and;

16.4.4 Charge the Buyer debt collection and/or legal expenses with recovery thereof upon a full indemnity basis and;

16.4.5 Charge the Buyer £20 for each unpaid cheque submitted by the Buyer to JWA in addition to and without prejudice to any other claim.

17. Notices. Any notices to be given hereunder shall be given by sending the same by personal delivery, ordinary post, cable, telex, fax or e-mail to the address of the concerned party.