

## **Jenton Group – Standard Terms & Conditions (v25\_04)**

These Terms and Conditions will apply for all sales made by all companies within the Jenton Group, unless agreed otherwise in writing. These terms and conditions are applicable to all legal entities within the Jenton Group:

- Jenton International Ltd
- Jenton Dimaco Ltd
- Soken Engineering Limited

The applicable legal entity within the Jenton Group is referred in the following sections as 'The Company'.

### **Price / Validity:**

All prices exclude delivery and any applicable VAT, duties and/or tariffs delivery. If the price is subject to VAT then the applicable amount of VAT shall be payable by the Purchaser in addition. If The Company agrees to deliver the Goods anywhere other than The Company's premises, the costs of the delivery shall be payable by the Purchaser in addition. If The Company agrees to deliver the Goods to a location outside of Great Britain, any taxes, duties, tariffs and/or other costs incurred by The Company in relation to the import of the Goods shall be recharged to, and shall be payable by, the Purchaser.

Quotations are valid for 30 days. Prices quoted are in Sterling or are a Sterling conversion of the price in the domestic currency of The Company's supplier at the time of quotation and The Company may amend the price to take account of any changes in exchange rate up to the date that the order is placed and downpayment received. Price is valid only if conditions of quotation are accepted by Purchaser.

### **Delivery:**

Delivery will be made at The Company's premises if Goods are collected by the Purchaser, their agent or carrier. Delivery will otherwise be made when Goods are signed for by the Purchaser or their representative at the place nominated by the Purchaser for delivery. If Goods are made available for delivery by The Company and are not collected by the Purchaser or their agent or carrier and no place is nominated for delivery, delivery shall be deemed to have taken place one week after availability of Goods is notified to the Purchaser.

### **Installation:**

Installation is normally carried out by the customer but if help is required, service engineer assistance is available. This is chargeable at the standard hourly rate plus any reasonable hotel, travelling and living expenses. The purchaser shall ensure that their operators and engineers are available at the time of installation and fully trained to operate and use any equipment supplied by The Company. Training can be provided by The Company, and this is chargeable at the standard hourly rate plus any reasonable hotel, travelling and living expenses.

### **Guarantee:**

The Goods covered by the quotation are guaranteed both as regards the soundness of the Goods supplied and the quality of the materials used, in such a way that any faults in the Goods supplied being proved by the Purchaser to have occurred within 12 months after delivery, based on single shift operation [pro rata otherwise], provided that they are as a direct consequence of a fault in the design of the Goods or due to poor workmanship or inferior material, will be repaired by The Company or its supplier free of charge.

All wearing or consumable parts with rated lifetime of less than 18 months, e.g. all UV lamps, Teflon covers etc., are excluded from this warranty and may be subject to a different and individually specified warranty based on usage.

The Company or its supplier may, at their discretion, choose to replace equipment rather than repair it. This guarantee covers the cost of parts and labour used in such repair/replacement only. Travel and subsistence expenses are excluded.

In the case of equipment not permanently installed at Purchaser's premises, such Goods should be returned to the supplier for repair, carriage paid.

The Purchaser must rely on their own testing of Goods and in no circumstances will The Company be deemed to have represented that Goods are fit for any particular purpose, other than any purpose set out in The Company's or the Manufacturer's literature. Where any Goods are listed as separate items on a quotation and regardless of whether they are intended to work in combination with one another or not (each an "Item") each Item will be subject to a separate guarantee.

Any fault or defect in that Item that cannot be resolved by repair or replacement by The Company will entitle the Purchaser to receive a refund in relation to that Item only but shall not entitle the Purchaser to reject any other Items supplied pursuant to the same quotation as the faulty or defective Item.

The provisions set out in this guarantee are the Purchaser's sole remedies in relation to any faults or defects in any of the Goods subject to this guarantee.

**Title:**

It is a term of the quotation and a condition of any order made or placed in pursuance of the quotation, that all equipment covered by any such order shall remain the property of and in the ownership of The Company and title shall not pass to the Purchaser until all invoices relating to all equipment covered by such order have been paid or settled in full.

The Purchaser agrees to grant The Company an irrevocable licence to enter upon any of the premises for the purpose of inspecting or repossessing the Goods in the event that due invoices are not paid. The Purchaser will not deliver, sell, mortgage or charge the Goods to any third party until The Company's invoice(s) are paid in full.

**Limitation of Liability:**

The Company will not be liable to the Purchaser as a result of any representation (unless fraudulent) or any warranty (express or implied) condition or other term, or any duty at common law in respect of or resulting from any loss of profit, business, contracts, opportunity, goodwill, revenue, anticipated savings, expenses and/or any indirect, special or consequential loss or damage (whether for loss of profit or otherwise).

Except as provided for in statutory law, any other liability to the Purchaser in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the purchase of the Goods covered by the quotation, is limited to the price of the Goods received by The Company from the Purchaser on the specific order relating to the Goods.

**Force Majeure:**

The Company is not liable to the Purchaser for any failure in performance or delay of delivery of the Goods in the quotation which is beyond its reasonable control.

**Design Rights:**

The Purchaser acknowledges that the rights to all The Company designs, whether registered or unregistered belong to The Company and the Purchaser agrees not to copy in any way any item designed or manufactured by The Company. The Purchaser acknowledges that any such copying will result in financial costs and losses to The Company, for which The Company may claim reasonable financial compensation from the Purchaser.

**Terms:**

The terms of the quotation are to prevail over any terms and conditions contained in or referred to in the Purchasers purchase order(s). It is understood that the Purchaser notes this condition and will not raise any order on The Company unless the Purchaser accepts this condition.