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STANDARD CONDITIONS FOR BUSINESS SALE OF GOODS

THESE CONDITIONS SHALL APPLY TO THIS QUOTATION AND TO ANY CONTRACT BETWEEN US FOR THE SUPPLY OF ITEMS DETAILED IN THIS QUOTATION (SEE CONDITION 1). PLEASE READ ALL OF THEM CAREFULLY, THEY CONTAIN EXCLUSIONS AND LIMITATIONS OF OUR LIABILITY UNDER ANY SUCH CONTRACT. **YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CONDITION 13.**

YOUR ORDER(S) CONFIRMED IN WRITING EITHER BY FAX OR E-MAIL TO THE OFFICE OF JCM EUROPE (UK) LTD, COMPLETE WITH DATE OF ORDER AND ORDER NUMBER WHERE APPLICABLE, IS ACCEPTED ON THE BASIS THAT THE CONDITIONS, AS STATED HEREAFTER, SHALL APPLY TO THE CONTRACT BETWEEN US FOR THE SUPPLY OF THE ITEMS DETAILED IN YOUR ORDER (SEE CONDITION 1).

IN THESE CONDITIONS, THE “SELLER” SHALL REFER TO JCM EUROPE (UK) LTD AND THE “PURCHASER” SHALL REFER TO THE PERSON, FIRM OR COMPANY WHO PURCHASES THE GOODS FROM THE SELLER.

1 Formation of contract

1.1 Any order sent to the Seller by the Purchaser shall constitute an offer by the Purchaser which may be accepted entirely at the discretion of the Seller and, if so accepted, will only be accepted upon these conditions (hereafter referred to as the “Conditions”) and by means of the Seller’s standard order acknowledgment form. A quotation for the goods given by the Seller shall not constitute an offer.

1.2 Each order which is so accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in these Conditions as an “Order”. The Order constitutes the entire agreement between the parties and the Purchaser acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Order.

1.3 These Conditions shall override any contrary different or additional terms or conditions, if any, contained on or referred to in an order form or other documents or correspondence from the Purchaser or which may be implied by trade, custom, practice or course of dealing, and no addition, alteration or substitution of these Conditions will bind the Seller or form part of any Order unless they are expressly accepted in writing by a person authorised to sign on the Seller’s behalf.

1.4 These Conditions shall be considered as drafted with the joint participation of the parties and no provision of these Conditions shall be construed adversely to a party on the ground that such party was responsible for the preparation of these Conditions or that provision.

2 Specification

All goods supplied by the Seller shall be in accordance with:

- (i) the current edition of the relevant product description leaflet as published from time to time by the Seller, copies of which are available from the Seller upon request; and
- (ii) those further specifications or descriptions, if any, expressly listed or set out on the face of the Order. No other sample, drawing, specification, descriptive material, written or oral representation, correspondence, statement or advertising, promotional or sales literature shall form part of or be incorporated by reference into the Order and shall not have any contractual force.

3 Acceptance

The Purchaser shall be deemed to have accepted all goods, and the goods shall be considered as delivered, upon their delivery by the Seller to the address specified in the Order.

4 Delivery and risk

4.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order, provided that the Seller reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

4.2 Any time or date for delivery given by the Seller is given in good faith, but is an estimate only. Time for delivery is not of the essence and may not be made of the essence by notice.

4.3 The Seller may deliver the goods by instalments, which shall be invoiced and paid for separately.

4.4 Risk in the goods shall pass to the Purchaser upon delivery.

5 Title and payment

5.1 The Seller warrants that, except in relation to Intellectual Property Rights of third parties as referred to in Condition 5.3, the Seller has good title to the goods and that, pursuant to s.12(3) of the Sale of Goods Act 1979, or s.2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order, it will transfer such title as it may have in the goods to the Purchaser pursuant to Condition 5.6.

5.2 The Seller warrants that it is not aware of any actual or alleged infringements of any Intellectual Property Rights of third parties which relate to the goods other than those, if any, which the Seller has disclosed to the Purchaser prior to acceptance of the Order.

5.3 The Seller shall have no liability to the Purchaser, other than as provided in Condition 10, in the event that the goods to be supplied under the Order infringe any Intellectual Property Rights of a third party, including without limitation by reason of their possession, sale or use, whether alone or in association or

combination with any other goods. The Seller gives no warranty that the goods to be supplied under the Order will not infringe as aforesaid, and all conditions, warranties, stipulations or other statements whatsoever relating to such infringement or alleged infringement, if any, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded to the fullest extent permitted by law.

5.4 Unless otherwise stated in the Order, payment of the price of the goods comprised in each consignment delivered pursuant to an Order shall become due at 30 (thirty) days after the date of issue of the relevant invoice by the Seller. The Seller may invoice the Purchaser for the goods on or at any time after completion of delivery and time for payment shall be of the essence. Unless otherwise stated in the Order, the price of the goods is exclusive of amounts in respect of value added tax (hereafter referred to as "VAT"). The Purchaser shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the goods.

5.5 The Purchaser shall pay all amounts due under the Order in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.6 Title to the goods comprised in each consignment shall not pass to the Purchaser until the Purchaser has paid their price to the Seller in cash or cleared funds, but, even though title has not passed, the Seller shall be entitled to sue for their price once payment in respect of them has become due. If, before title to the goods passes to the Purchaser, the Purchaser becomes subject to a Termination Event then, without limiting any other right or remedy the Seller may have, the Seller may at any time:

5.6.1 require the Purchaser to deliver up all the goods in its possession which have not been irrevocably incorporated into another product; and

5.6.2 if the Purchaser fails to do so promptly, enter any premises of the Purchaser or any third party where the goods are stored in order to recover them.

5.7 For the purposes of this Condition, the capitalised term "Termination Event" means:

5.7.1 the Purchaser suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of s.268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

5.7.2 the Purchaser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangements with its creditors other than (where the Purchaser is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser;

5.7.3 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Purchaser, other than for the sole purpose of a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser;

5.7.4 (being a company) an application is made to court, or

an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser;

5.7.5 (being a company) the holder of a qualifying floating charge over the Purchaser's assets has become entitled to appoint or has appointed an administrative receiver;

5.7.6 a person becomes entitled to appoint a receiver over the Purchaser's assets;

5.7.7 (being an individual) the Purchaser is the subject of a bankruptcy petition or order;

5.7.8 a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days;

5.7.9 an event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 5.7.1 to 5.7.8 (inclusive);

5.7.10 the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

5.7.11 the Purchaser's financial position deteriorates to such an extent that in the Seller's opinion the Purchaser's capability to adequately fulfil its obligations under the Order has been placed in jeopardy; or

5.7.12 (being an individual) the Purchaser dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation.

5.8 If the Purchaser becomes subject to a Termination Event, the Seller may terminate the Order with immediate effect by giving written notice to the Purchaser.

5.9 On termination of the Order for any reason, the Purchaser shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices.

5.10 Should the Seller be required to enforce the terms of the Order against the Purchaser (including without limitation to recover the price of the goods) then the Purchaser shall indemnify the Seller against all costs and expenses (including professional and legal costs and expenses on a full indemnity basis) suffered or incurred by the Seller arising out of or in connection with the Seller enforcing the terms of the Order.

6 Storage

If the Seller shall be unable, through circumstances beyond its control, including without limitation lack of shipping instructions from the Purchaser, to deliver the goods within 14 (fourteen) days after notification to the Purchaser or its agent that the goods are ready for delivery, the Seller shall be entitled to arrange storage on behalf of the Purchaser, whereupon delivery shall be deemed to have taken place, all risk in the goods shall pass to the Purchaser, and delivery to the Purchaser of the relevant warehouse receipt shall be deemed to be delivery of the goods for the purposes of Condition 4. All charges incurred by the Seller for storage or insurance shall be paid by the Purchaser within 30 (thirty) days of submission of an invoice.

7 Damage in transit

The Seller will replace free of charge any goods proved to the Seller's reasonable satisfaction to have been damaged in transit

provided that within 24 (twenty four) hours after delivery both the Seller and the carriers have received from the Purchaser notification in writing of the occurrence of the damage and also, if and so far as practicable, of its nature and extent.

8 Force Majeure

8.1 The Seller shall not be under any liability for any failure or delay in performing any of its obligations under the Order due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

8.2 For the purposes of this Condition, "Force Majeure" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, official strike or similar official labour dispute, default of suppliers or subcontractors, or events or circumstances outside the reasonable control of the party affected thereby.

9 Guarantee

9.1 For goods which are manufactured by the Seller or which bear one of the Seller's trade marks, the Seller grants the following guarantee:

9.1.1 The Seller shall free of charge either repair or, at its option, replace defective goods where the defects appear under proper use within 12 (twelve) months from the date of delivery, PROVIDED THAT:

9.1.1.1 notice in writing of the defects complained of shall be given to the Seller upon their appearance;

9.1.1.2 such defects shall be found to the Seller's reasonable satisfaction to have arisen solely from the Seller's faulty design, workmanship or materials and not due to any other factor including without limitation fair wear and tear, wilful damage, negligence, abnormal storage or working conditions, or failure by the Purchaser to follow the Seller's instructions as to storage, installation, use or maintenance or (if there are none) good trade practice regarding the same; and

9.1.1.3 the defective goods shall be returned to the Seller's factory at the Purchaser's expense if so requested by the Seller.

9.1.2 Any repaired or replaced goods shall be redelivered by the Seller free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions, save that the period of 12 (twelve) months referred to in Condition 9.1.1 shall be replaced by the unexpired portion of that period only.

9.1.3 Alternatively to Condition 9.1.1, the Seller shall be entitled at its absolute discretion to refund the price of the defective goods in the event that such price shall already have been paid by the Purchaser to the Seller or, if such price has not been so paid, to relieve the Purchaser of all obligation to pay the same by the issue of a credit note in favour of the Purchaser in the amount of such price.

9.2 In respect of all goods manufactured and supplied to the Seller by third parties, the Seller will pass on to the Purchaser, in so far as possible, the benefit of any warranty given to the Seller by such third parties and will on request supply to the Purchaser details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such third parties and the Purchaser shall be solely responsible to the entire exclusion of the Seller for complying with all of these.

9.3 The Seller's liability under this Condition shall, subject to Condition 14, be to the exclusion of all other liability to the Purchaser whether contractual, tortious, including negligence, or otherwise for defects in the goods or for any loss or damage to or caused by the goods, and, subject to Condition 14, all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded; in particular but without limitation of the foregoing the Seller grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

10 Intellectual Property Rights

10.1 In the event that any claim is made against the Purchaser for infringement of Intellectual Property Rights arising directly from the use or sale by the Purchaser of the goods, the Seller at its own expense shall conduct any ensuing litigation and all negotiations for a settlement of the claim. The Seller will bear the costs of any payment, either by way of a lump sum or a continuing royalty payment, made in settlement, or as a result of an award in a judgment against the Purchaser in the event of litigation.

10.2 The benefit of Condition 10.1 is granted to the Purchaser by the Seller only in the event that the Purchaser shall give the Seller the earliest possible notice in writing of any such claim being made or action threatened or brought against it, shall make no admission of liability or take any other action in connection therewith, shall permit the Seller to have the conduct of the claim pursuant to Condition 10.1, and shall, at the Seller's expense, give all reasonable information, co-operation and assistance to the Seller, including without limitation lending its name to proceedings, in relation to the conduct of the claim. In addition, if it is made a condition of any settlement made by the Seller, or judgment awarded against the Purchaser, pursuant to Condition 10.1, the Purchaser shall return or destroy, as applicable, all infringing goods still under its control subject to a refund by the Seller of any payment for such goods already made less a reasonable allowance for depreciation of the goods by reason of their use, if any, by the Purchaser prior to their return or destruction as aforesaid.

10.3 The provisions of Condition 10.1 shall not apply to any infringement caused by the Seller having followed a design or instruction furnished or given by the Purchaser nor to any use of the goods in a manner or for a purpose which shall have been specifically prohibited in writing by the Seller, nor to any infringement which is due to the use of such goods in association or combination with any other product. To the extent that any of these circumstances apply, the Purchaser shall indemnify the Seller against all liabilities, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with such circumstances.

10.4 Any design or instruction furnished or given by the Purchaser shall not be such as will cause the Seller to infringe any Intellectual Property Rights.

10.5 For the purposes of these Conditions, the capitalised term "Intellectual Property Rights" means Patents, Registered Designs, Unregistered Designs, Registered Trademarks and Copyright only,

having effect, as the case may be, in the United Kingdom or, in relation to any design or instruction furnished or given by the Purchaser, the world.

10.6 The foregoing states the Seller's entire liability to the Purchaser and the Purchaser's sole and exclusive remedies against the Supplier in connection with claims based on or resulting from the infringement of Intellectual Property Rights, of any kind whatsoever, of third parties.

11 Confidentiality

Both the Seller and the Purchaser shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the goods and the Order.

12 Economic loss

Subject to Condition 14, and notwithstanding anything contained in these Conditions, other than Condition 14, or the Order, in no circumstances shall the Seller be liable, in contract, tort, including negligence, or breach of statutory duty, or otherwise howsoever, and whatever the cause thereof:

- (i) for any loss of profit, business, contracts, revenues, or anticipated savings: or
- (ii) for any special, indirect or consequential damage of any nature whatsoever.

13 Limitation of liability

13.1 The Purchaser acknowledges and agrees that it is a business customer by virtue of the goods being received by it for its business purposes.

13.2 Subject to Condition 14, and notwithstanding anything contained in these Conditions, other than Condition 14, or the Order, the Seller's total liability to the Purchaser in respect of the Order, in contract, tort, including negligence, or breach of statutory duty, or howsoever otherwise arising, shall be limited to 125% (one hundred and twenty five per cent) of the price of the goods specified in the Order.

13.3 The Purchaser acknowledges that:

- 13.3.1** it has read and fully understood the limitations and exclusions of the obligations and liabilities of the Seller set out in these Conditions;
- 13.3.2** it has freely agreed to them;
- 13.3.3** they are reasonable and formed the basis for setting the price of the goods;
- 13.3.4** it freely accepts the risks associated with them; and
- 13.3.5** it is able to insure itself against all or some of those risks should it so desire.

14 Unfair Contract Terms Act 1977

14.1 If and to the extent that s.6 and/or s.7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 5, or for breach of the applicable warranties as to title and quiet possession implied into the Order by s.12(3) of the Sale of Goods Act 1979, or s.2(3) of the Supply of Goods and Services Act 1982, whichever Act applies

to the Order, or for any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

14.2 Where the Purchaser is a natural person, and if and to the extent that s.2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Purchaser by reason of the negligence of the Seller or of its servants, employees or agents.

14.3 No provision of these Conditions shall have effect or operate so as to exclude any liability of one of the parties in respect of fraud or a fraudulent misrepresentation made by that party to the other, or to restrict or exclude any remedy which the other party may have in respect of such fraud or fraudulent misrepresentation.

15 Assignment and other dealings

The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Order.

16 Severance

16.1 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Order.

16.2 If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17 Waiver

A waiver of any right or remedy under the Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 Applicable law

The Order shall be considered a contract made in England and the Order together with any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with in all respects the law of England. The parties agree that, subject as provided hereafter, the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Order or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Condition shall limit the right of the Seller to take proceedings against the Purchaser in any other court of competent jurisdiction, nor shall the taking of proceedings in any

one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such jurisdiction.

JCM Europe (UK) Ltd Conditions for Business Sale of Goods Faxback

This document confirms that I,

.....
for and on behalf of [*client name*]

.....
have read, understood and agree fully with the Conditions for Business Sale of Goods of JCM Europe (UK) Ltd, as laid out in the previous pages.

Signed

Date

RETURN TO:

JCM Europe (UK) Ltd
Unit B, 25 Third Avenue
Denbigh West Business Park
Bletchley, Milton Keynes
MK1 1DH
Tel: +44 (0)1908 377331
Fax: +44 (0)1908 377834