

# JGHarrison & Sons

## CONDITIONS OF SALE

5/June/2008

### 1. DEFINITIONS AND INTERPRETATION

"the Company" shall mean J.G. Harrison & Sons Ltd. of New Brunswick Street, Halifax, West Yorkshire, HX1 5BW.  
"the Purchaser" shall mean the individual, firm, company or other party with whom the Company contracts to supply.  
"the Goods" shall mean the whole or any part of the goods which the Company is to supply.  
"the Contract" shall mean this or any other Contract under which the Company sells Goods to the Purchaser.  
"Unless Otherwise Agreed In Writing" shall mean Unless otherwise agreed in writing and signed by a director of the Company.

For the avoidance of doubt these conditions shall apply to all future dealings between the Company and the Purchaser where the Purchaser wishes to buy from the Company.

### 2. PRICES

- 2.1 Unless Otherwise Agreed In Writing all orders are executed subject to prices and any relevant discounts ruling at the date of despatch and any price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause.
- 2.2 All prices are subject to the addition of Value Added Tax which shall be levied at the rates current at the time of invoicing.

### 3. PAYMENT AND SETTLEMENT TERMS

- 3.1 Unless Otherwise Agreed In Writing full payment will be made by the Purchaser not later than the last day of the month following the month in which the invoice is dated notwithstanding that property in the Goods has not passed to the Purchaser.
- 3.2 The Company reserves the right to charge interest on overdue accounts at 2% above the minimum lending rate.
- 3.3 The Purchaser specifically acknowledges that time for payment will be of the essence of the Contract.
- 3.4 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances under the Contract or any other Contract whether due or not and/or cancel any outstanding orders without prejudice to any other rights it may have. Without prejudice to any other rights it may have the Company will have the right to suspend performance of its obligations if it reasonably believes that the Purchaser will not make payment in accordance with this clause.

### 4. NEW ACCOUNTS

- 4.1 Prospective customers wishing to open a credit account are requested to furnish two trade references and one Banker's reference. Until the opening of a credit account has been confirmed, a remittance should accompany the order, otherwise delivery will not be made until after the references have been proved acceptable.

### 5. QUOTATIONS

- 5.1 All quotations are given at current prices and are valid for a period of thirty days subject to alteration in accordance with prices ruling at time of delivery.

### 6. CREDIT

- 6.1 Any Contract shall be subject to the Company being satisfied as to the Purchaser's credit worthiness and without prejudice to the generality of the foregoing. The Company may, at its absolute discretion, having informed the Purchaser that the goods are ready for delivery, refrain from delivering the goods until such time as the Purchaser tenders the purchase money to the Company in a form satisfactory to the Company.

### 7. CARRIAGE CHARGES

- 7.1 The Company normally makes no charge for delivery within its van delivery area from its own warehouse, but reserves the right to charge carriage on deliveries outside this area. Where Goods are specially ordered from works and a carriage charge is made, the Company reserves the right to pass on this charge.

### 8. DELIVERY

- 8.1 Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by the Company.

### 9. GUARANTEE

- 9.1 The Company can give no guarantee on goods supplied, other than that given by the manufacturers concerned, but will do everything reasonable and within its power to protect customers interests. The Company does not accept liability for direct or consequential damage arising from goods supplied.

### 10. RETURNS

- 10.1 Goods correctly supplied may not be returned Unless Otherwise Agreed In Writing. Goods so returned must be consigned Carriage Paid and accompanied by a Packing Note stating the Company's Delivery Note Number. In some instances a restocking charge may be made.

### 11. PACKING AND TRANSIT

- 11.1 Boxes and cases that have been charged for will be credited in full if returned in good condition, carriage paid within 14 days from date of invoice. Cable drums are charged in accordance with makers drum schedules.
- 11.2 Goods received damaged should be signed for as 'Damaged' and the Company should be otherwise notified of such damage or shortage of Goods in writing within seven days of delivery.

### 12. ORDERS

- 12.1 Written confirmation of telephoned orders should be clearly marked as such, otherwise the Company cannot be responsible should the order be duplicated.

- 12.2 Goods specially made cannot be cancelled Unless Otherwise Agreed In Writing.
- 12.3 The right is reserved to refuse cancellation of any order placed, or to suspend delivery of any order from time to time, if the Purchaser's account is in arrears or has exceeded the limit set by the Company.
13. **FORCE MAJEURE**
- 13.1 The Company shall be exempt from liability in respect of any failure to perform it's obligations under the Contract beyond it's reasonable control arising out of but not limited to the following circumstances: Acts of God, Governmental interference, trade disputes, war, civil commotion, explosions, floods or fire or any other cause beyond the reasonable control of the Company.
14. **TITLE AND RISK**
- The following provisions shall apply to all contracts relating to Goods which the Company agrees to supply to the Purchaser.
- 14.1 No termination of a contract shall prejudice limit or extinguish the Company's rights under this paragraph. It is agreed that title to the goods shown on the Company's Invoice or Despatch Note shall not pass to the Purchaser until payment in full has been made to the Company in respect thereof and that until title shall pass the Purchaser has the goods in his possession and at his risk solely as bailee for the Company and such bailment shall be deemed to terminate forthwith if the Purchaser, being an individual, commits an act of Bankruptcy or being a company enters into liquidation or has a petition presented or has a receiver appointed, or in either case allows distress to be levied against his property, whereupon the Company shall be entitled to resume immediate possession of the goods, for which purpose the Purchaser grants to the Company an unrestricted right of access to and entry upon any premises in which said goods may from time to time be situated. If the Purchaser disposes of the goods before title passes to him, he shall be deemed to do so as agent for the Company and shall hold the proceeds of sale in trust for the Company, and the Purchaser hereby assigns to the Company all his rights and claims against the sub-purchaser.
- 14.2 For the avoidance of doubt risk in all Goods shall be with the Purchaser from delivery by the Company or Company's agent to the Purchaser's premises or the Purchaser's Agent's premises.
- 14.3 The Purchaser shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to it. In the event of any loss or damage occurring while the Goods remain the property of the Company the Purchaser shall promptly submit a claim to its insurance company in respect thereof and shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. For the avoidance of doubt the provisions of this sub-clause do not affect the Purchaser's obligations under clause 3 hereof.
15. **GENERAL**
- 15.1 These Conditions and the Contract shall be construed and governed in all respects in accordance with the law of England and the parties agree to submit to the jurisdiction of the English Courts in the event of any dispute.
- 15.2 The clause headings of these Conditions are inserted for convenience only. They are not to affect their interpretation or construction.
- 15.3 If any provision of these Conditions becomes illegal void or unenforceable for any reason, the validity of the remaining provisions shall not be affected.
- 15.4 No delay, neglect or forbearance on the part of the Company in enforcing compliance with these Conditions by the Purchaser shall either be deemed to be a waiver of any of the Conditions or in any way prejudice any right of the Company under these conditions unless such waiver shall be in writing and signed by the managing director of the Company.
- 15.5 Clauses 3.2, 3.4, 14, 14.1 and 15.5 shall survive the termination of this contract.
- 15.6 These Conditions supersede all proposals oral or written, previous negotiations and all other communications between the Company and the Purchaser.