



## Conditions of Sale and Returns Policy of JSL Services Group Limited

In these conditions “the Company” shall mean JSL SERVICES GROUP LIMITED, the “Buyer” shall mean any person, firm or company accepting a quotation / estimate with the Company and “goods” shall mean goods to which these conditions of trading relate:

### 1. ACCEPTANCE

- (a) Unless otherwise agreed in writing these Conditions shall be deemed to incorporate any order placed by the Buyer and any such order and any acceptance by the Company shall be deemed subject to the acceptance by the Buyer of these Conditions.
- (b) In the event of any conflict between these Conditions and any which the Buyer may seek to impose in relation to his order, the Company’s Conditions will prevail.
- (c) If subsequent to a contract in which these conditions are incorporated any contract of sale is concluded with the same Buyer by letter or email, or orally or by a combination of these factors without express reference to these general conditions it shall be a term of such contract that these general conditions of sale apply thereto.
- (d) Generally, a signed purchase order will be required for any orders above £100.00, if buyer is an existing contract customer email acceptance of orders will be accepted in place of a signed purchase order and are binding by these terms and conditions of sale.

### 2. PRICE

Prices charged are those ruling at the date of despatch of the goods. All prices are subject to alteration without notice to the Buyer. All prices listed or quoted are subject to the addition of Value Added Tax at the rate on the date of delivery.

### 3. DELIVERY

- (a) The Company shall use its best endeavours to secure delivery of the goods on the estimated delivery dates from time to time furnished, but they do not guarantee time of delivery, nor shall they be liable for any damage or claims of any kind in respect of delay in delivery. Risk in the goods shall pass on delivery.
- (b) Delivery to a carrier or collection by the Buyer shall be deemed to be delivery to the Buyer.
- (c) It is the responsibility of the buyer to check the condition of goods upon receipt. As a reseller, we are bound by the returns policy set by the distributor or manufacturer and will accept no responsibility for receiving damaged goods or good that may have been damaged in transit.

### 4. VARIATIONS

- (a) No variation of the order shall be binding on the Company unless agreed in writing by the Company.

### 5. LIMIT OF LIABILITY

- (a) Any goods which are agreed by the Company to be defective or contrary to specification will be credited or replaced provided that written notice is given to the Company within 7 days after the alleged defect has been discovered (see returns procedure below) or ought reasonably to have been discovered; but the Company will not be responsible for any labour charges or consequential loss or damage suffered by the Buyer thereby. The results of all testing and inspection undertaken by the Company shall be final and binding on the Buyer.
- (b) The Company shall be under no liability whatsoever for any damage, injury, consequential or other loss or loss of profits or costs, charges or expenses sustained by the Buyer, his agents, contractors, employees or invitees consequential or otherwise in relation to or arising out of the goods, or attributable directly or indirectly to the acts defaults or negligence of the Company or any of the Company’s servants or agents save in respect of
  - (i) any death or personal injury to the Buyer, his agents, contractors, employees or invitees results from the negligence of the Company as defined in the Unfair Contract Terms Act 1977 in respect of Contractors governed by the provision of the Act or



- (ii) any liability of the Company under the Consumer Protection Act 1987
- (c) Goods sold are not guaranteed or warranted to be suitable for any particular application, treatment or purpose, unless such requirements are either set out in the material specification or which it is supplied or otherwise disclosed by the Buyer before the Company's acceptance of the order. The company shall be under no liability for on site installations executed by others.
- (d) If notwithstanding the foregoing provisions, any liability on the part of the Company shall arise (whether under the express or implied terms hereof or at common law) for any damage to or injury or loss of whatever nature sustained by the Buyer, such liability shall in all cases be limited to the payment by the Company of a sum equal to the amount of Insurance cover effected by the Company.

## 6. RETURNS POLICY

As part of our service, the company accepts responsibility to liaise with distributors and manufacturers for goods supplied by the company as long as the following conditions are met:

- (a) We would ask that all buyers contact us at [admin@jslgroup.co.uk](mailto:admin@jslgroup.co.uk) to raise a returns number with us in respect of any good supplied which are found to be defective or damaged (this is subject to the terms in point 5. of this document) We will arrange collection / return of any good supplied by the company which meet these terms and conditions.
- (b) If the goods supplied come with a manufacturer or an extended warranty, we would ask the buyer to contact the company in the first instance to arrange a repair / replacement of the product under the warranty conditions supplied in our quotation or sales order acceptance. The company will liaise with any necessary third party to replace / repair goods under the terms of those warranties. It is the buyer responsibility to check the terms of those warranties supplied (return to base / onsite repair / etc.) Any good supplied by the company under warranty will be handled by our customer care team by emailing [admin@jslgroup.co.uk](mailto:admin@jslgroup.co.uk)
- (c) Any good supplied by the company which fall outside the scope of limit of liability, or if goods are found to be defective or damaged outside of the 7 days of receipt of delivery will not be covered by this returns policy. If the defective or damaged goods are found to be caused by customer induced damage (CID) this will invalidate any warranty or returns policies and the company bears no responsibility or cost for returning those goods.
- (d) If the goods supplied are covered by manufacturer warranty, the cost of replacement or returns of those goods will be arranged by the company, but no cost for returns will be covered by the company and are the responsibility of the buyer if the goods are returned for reasons outside of the manufacturer's terms and conditions of sale.
- (e) This returns policy only refers to goods found to be defective or damaged upon receipt of goods. Any other reason for return is subject to the cancellation (point 7) below.

## 7. CANCELLATION

An order may only be cancelled with the consent in writing of the Company by emailing [admin@jslgroup.co.uk](mailto:admin@jslgroup.co.uk) and the Buyer will be liable to the Company for any loss or damage and expenses including loss of profit incurred in connection with such.

It is the buyers responsibility to ensure all goods quoted and supplied by the company are fit for purpose and fit the scope of the requirement of purchase. The company will not be held responsible for any goods supplied which do not meet the needs of the customer and any such returns that arise would be subject to the cancellation fees including any restocking, postage or packaging fees incurred by the company.

## 8. PAYMENT

- (a) (i) Terms are strictly net. Payment is due within thirty days following despatch if an account application has been accepted.
- (b) The Company may withhold deliveries or cancel the contract of sale of any goods if at the time such delivery is due, any sums to the Company from the Buyer shall be outstanding. The Company shall be entitled to claim against the Buyer for any loss or damages sustained in consequence of the non-completion of the Contract.
- (c) In addition to any right of lien which the Company may have by law, The Company shall also have a general lien in the event of the Buyer's insolvency or liquidation over all goods belonging to the Buyer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of goods sold and delivered by the Company to the Buyer on the same or any other contract.
- (d) In default of payment, and where payment exceeds the Company's normal credit terms interest may be charged at a rate of 3% per annum above current Bank of England Base Rate from the date payment is due, together with all costs of recovery. Costs of recovery may include but not be limited to the cost of debt collection fees and administration expenses.



## **9. TITLE**

Until such time as all sums due to the Company from the Buyer have been paid in full the provisions of this Condition shall have effect:

(a) All goods delivered by the Company to the Buyer will remain the property of the Company to the intent that the whole legal and beneficial interest therein shall remain that of the Company.

(b) If the Buyer becomes insolvent or being a body corporate has a receiver appointed or passes a resolution for winding up or if a Court makes an order to that effect or being an individual or partnership makes any composition or arrangement with his or their creditors or has a receiving order made against him or if the Buyer shall be in breach of these Conditions then the Company shall be at liberty to enter onto any premises as necessary and forthwith remove and repossess all goods which remain the property of the Company in accordance with this Condition.

(c) No provision of this Condition shall be deemed to cause a Mortgage or Charge of the property or undertaking of the Buyer or any part thereof to have been created by the Buyer in favour of the Company.

(d) Until title in the goods passes, the Buyer upon request of the Company shall promptly inform the Company of the whereabouts of the goods.

## **10. SET-OFF**

The Buyer shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of the Contract whether in respect of any claim of the Buyer in respect of faults or defective goods or any other reason which is contested or liability for which is not admitted by the Company.

## **11. MISCELLANEOUS**

(a) The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason of act of God, delay in transportation, labour disputes, fire, flood, war, accident, Government action, compliance with any request or application from or requirement of any Government authority (United Kingdom or otherwise whether or not having the force of law, inability to obtain adequate labour materials manufacturing facilities or energy or any other case or reason beyond the Company's control or that its servants or agents and if the delay or failure has continued for a period of three months then either party may give notice in writing to the other determining the Contract and on such determination the Company shall refund to the Buyer any payment which the Buyer has already made on account of the price of the Goods or Services or any part thereof after deduction of the amount due to the Company.

(b) The contract between the Company and the Buyer shall be governed in all respect by English law.