

TERMS AND CONDITIONS OF SALE

(OCTOBER 2019)

- 1. General:** **1.1** These terms & conditions are binding between the Buyer and Jaga Heating Products (UK) Limited (hereinafter referred to as "the Company") unless otherwise agreed in writing. **1.2** The terms & conditions of the Buyer are rendered inoperative unless stipulated otherwise in writing by the Company. **1.3** Subjects that are not described under these terms & conditions will be settled under English law.
- 2. Prices & Orders:** **2.1** Prices indicated in quotations serve only as information and are valid for thirty days only, unless stated otherwise by the Company. **2.2** An order shall only be deemed to have been accepted if confirmed by the Company by acknowledgement of order. **2.3** Once an order has been accepted by the Company it cannot be cancelled without its express written approval. **2.4** It is the responsibility of the Buyer to check that any acknowledgement of order issued by the Company is accurate and in accordance with the Buyers purchase order. **2.5** Contracts made are personal and may only be transferred by mutual agreement. **2.6** The Buyer may only modify or cancel an order for a standard stock item provided the Buyer accepts all costs arising from this modification or cancellation. **2.7** Orders placed for non-stock or custom designed goods cannot be cancelled or modified.
- 3. Goods:** **3.1** The Company reserves the right to modify and/or improve the design and/or specification of its goods at any time.
- 4. Delivery & Returns:** **4.1** Delivery times given are indicative, unless otherwise agreed in writing. **4.2** The Company may not be held responsible or found guilty of breach of contract if there is a delay in delivery. **4.3** Nor may the Company be held liable if it is unable to fulfil its obligations in respect of the delivery of goods or services if the non-delivery is the result of a Force Majeure Event. **4.4** In such circumstances the Company will be discharged from any liability. **4.5** If delivery of any goods is postponed by the Buyer after an order has been received and acknowledged by the Company, the Company reserves the right, after a period of one month from the due delivery date, to invoice in full for the goods and to charge the cost of storage. **4.6** The Company retains the right to cancel the sale agreement without formal notice and without prejudice to the right to claim damages and/or interest from the Buyer. **4.7** Delivery by special arrangement must be requested at time of order, these include tail lift vehicle, forklift, restricted access, phased delivery, residential addresses and allocated times and will incur additional cost. **4.8** The Company specifically excludes offloading. **4.9** Returns may only be accepted by prior agreement and with the express written authorisation of the Company. **4.10** Notification of damage to the goods must be detailed on the delivery note or made in writing to the Company within forty eight hours of delivery. **4.11** The Company will only consider a refund if the goods are returned undamaged, in the original packaging and suitable for re-sale. **4.12** The Company is entitled to charge for transport, handling and administrative costs for returned goods. **4.13** Non-stock or custom designed goods may not be returned.

- 5. Payment:** **5.1** Invoices are payable by the end of the month following the date of invoice unless otherwise stated in writing on the invoice. **5.2** Credit may be removed and credit limits reduced at the discretion of the Company. **5.3** Goods will not be delivered if the value of the goods exceeds the credit limit agreed between the Buyer and the Company. **5.4** When the goods are delivered in two or more parts, each part will be invoiced separately and payment is due against each invoice. **5.5** The Company will not allow any discount for early payment unless otherwise agreed in writing. **5.6** In case of the Buyer defaulting on payment of an invoice, then the Company may charge interest, costs and expenses. **5.7** Interest on the overdue amount will be at the rate of 4% per annum above the Bank of England's base rate. **5.8** Such interest shall accrue on a daily basis from the payment due date until actual payment of the overdue account,
- 6. Risk & Ownership:** **6.1** Title to goods supplied by the Company will only be transferred to the Buyer when the Buyer has paid the indebted purchase price in full. **6.2** The Buyer does not have the right to transfer title to the goods, which remain the property of the Company until payment in full is received by the Company, to a third party without the express written permission of the Company. **6.3** All risks to the goods supplied by the Company transfer to the Buyer on delivery.
- 7. Guarantee & Liability:** **7.1** The guarantee given by the Company differs from product to product; details and duration are given on the Company's website. **7.2** The guarantee is only valid if the equipment is correctly installed in accordance with the installation instructions and current industry standard practices. **7.3** Correct application and maintenance is also essential to validate the guarantee. **7.4** The guarantee covers components failing due to manufacturing defects only and specifically excludes labour, direct and consequential losses. **7.5** The Company reserves the right to charge the Buyer for replacement components and associated costs for claims falling outside the guarantee terms. **7.6** The guarantee period starts from the date of the invoice for supply of the goods covered by the guarantee. **7.7** If the invoice is not available, the date of production will be used based on the product identification number. **7.8** The Company shall not in any circumstances be liable for any loss (direct or indirect) of profits, business, reputation or goodwill. **7.9** The Company's total liability to the Buyer in respect of any loss arising under or in connection with the contract shall in no circumstances exceed the price of the goods.
- 8. Disputes:** **8.1** Any disputes between the Company and the Buyer will be settled under English Law.
- 9. Deviations:** **9.1** Any individual agreement to amend these terms and conditions must be confirmed by the Company in writing and is applicable only to the transactions referred to in that written correspondence.

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