

## JENTON GENERAL TERMS AND CONDITIONS (v25\_10)

### 1. DEFINITIONS

<b>Agreement</b>	the agreement between Jenton and Customer for the supply of Goods and/or Services consisting of these general terms, the Order Confirmation, any applicable Specification and any other document incorporated by express reference.
<b>Customer</b>	the person or firm who purchases the Goods and/or Services from Jenton.
<b>Force Majeure Event</b>	a circumstance beyond a party's reasonable control.
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Jenton</b>	any of the following companies named as the supplier in the Order Confirmation: <b>Jenton International Limited</b> , <b>JentonDimaco Limited</b> or <b>Soken Engineering Limited</b> .
<b>Order</b>	Customer's order for Goods and/or Services (which may incorporate a Specification).
<b>Order Confirmation</b>	an Order which is accepted by Jenton in accordance with clause 2.1.2.
<b>Specification</b>	any specification for the Goods, which may include any relevant plans, drawings, and manufacturer's documentation, that is agreed in writing by Customer and Jenton.
<b>Services</b>	the services supplied by Jenton to Customer (which may include installation, commissioning, training and support services) as set out in the Order.

### 2. ORDERS

- 2.1. An Agreement will come into existence when:
  - 2.1.1. Customer offers to buy the Goods and/or Services (whether by issuing an Order in response to a Jenton proposal to supply the Goods and/or Services, or independently sending Jenton an Order); and
  - 2.1.2. Jenton issues a written acceptance of Customer's Order.
- 2.2. Jenton may reject any Order or refuse to supply pursuant to an Order Confirmation if Customer is in arrears on payment. In any case, Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by Customer are complete and accurate.
- 2.3. Only details expressed in the Order Confirmation will be part of the Agreement. Samples, drawings, brochures, advertising and other descriptive matters (whatever media) are for illustrative purposes only and do not form part of the Agreement.
- 2.4. A Jenton proposal to supply Goods and/or Services will, unless otherwise agreed by Jenton, only be valid for 30 days from its date of issue.

### 3. DELIVERY OF GOODS

- 3.1. Jenton will deliver the Goods to the location set out in the Order Confirmation or such other location as the parties may agree (**Delivery Location**) at any time after Jenton notifies Customer that the Goods are ready and on the basis of FCA (at the Delivery Location, Incoterms® 2020), or such other Incoterms® as the parties may agree in writing.
- 3.2. Dates quoted for delivery of the Goods are approximate, and the time of delivery is not binding on Jenton. Jenton will not be liable for any delay or failure in delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or Customer's failure to provide Jenton with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.3. Jenton may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle Customer to cancel any other instalment.

### 4. QUALITY OF GOODS

- 4.1. Subject to clause 4.2, Jenton warrants that on delivery, and for a period of 12 months from the date of delivery or such other period as is stated on the Order Confirmation (**Warranty Period**), the Goods will:
  - 4.1.1. conform in all material respects with their description including where applicable their Specification; and
  - 4.1.2. be free from material defects in design, material and workmanship.
- 4.2. All wearing or consumable parts with a 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.

- 4.3. Subject to clause 4.4, if Customer gives notice in writing to Jenton during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1 and Jenton is given a reasonable opportunity of examining such Goods, Jenton will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.4. Jenton will not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:
  - 4.4.1. the defect arises because Customer failed to follow Jenton's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 4.4.2. the defect arises as a result of Jenton following any drawing, design or specification supplied by Customer;
  - 4.4.3. Customer alters or repairs such Goods without the written consent of Jenton; or
  - 4.4.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions (including operation for more than one 8-hour shift per day).
- 4.5. Except as provided in this clause 4, Jenton will have no liability to Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.6. These general terms will apply to any repaired or replacement Goods supplied by Jenton.

## **5. TITLE AND RISK**

- 5.1. The risk in the Goods will pass to Customer on completion of delivery.
- 5.2. Title to the Goods will not pass to Customer until Jenton receives payment in full (in cash or cleared funds) for the Goods.
- 5.3. At any time before title to the Goods passes to Customer, Jenton may require Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.

## **6. SUPPLY OF SERVICES**

- 6.1. Jenton will provide the Services to Customer using reasonable care and skill, in accordance with the Order Confirmation and any agreed service description in all material respects.
- 6.2. Jenton will use all reasonable endeavours to meet any agreed performance dates for the Services, but any such dates will be estimates only.

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1. Customer will co-operate with Jenton in all matters relating to the Services including reasonable access to Customer's premises and provision of relevant information and materials.
- 7.2. If Jenton's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by Customer or failure by Customer to perform any relevant obligation (**Customer Default**), Jenton will not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from Jenton's failure or delay to perform any of its obligations as set out in this clause 7.2 and Customer will reimburse Jenton on written demand for any costs or losses sustained or incurred by Jenton arising directly or indirectly from Customer Default.

## **8. CHARGES AND PAYMENT**

- 8.1. The price for Goods and the charges for Services will be as set out in the Order Confirmation, exclusive of all costs and charges of packaging, insurance, transport of the Goods, which will additionally be invoiced to Customer.
- 8.2. Jenton will be entitled to charge Customer for any expenses reasonably incurred by the individuals whom Jenton engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Jenton for the performance of the Services, and for the cost of any materials.
- 8.3. Jenton reserves the right to:
  - 8.3.1. increase the charges for the Services on an annual basis with effect from each anniversary of the commencement date of the Services in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period plus 3% and the first such increase will take effect on the first anniversary of the commencement date.
  - 8.3.2. increase the price of the Goods, by giving notice to Customer at any time before delivery, to reflect any increase in the cost of the Goods to Jenton that is due to:

- 8.3.2.1. any factor beyond the control of Jenton (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); or
  - 8.3.2.2. any request by Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification.
- 8.4. Unless stated to the contrary on the Order Confirmation, in respect of Goods, Jenton will invoice Customer on or at any time after completion of delivery, and in respect of Services, Jenton will invoice Customer on completion of the Services.
- 8.5. Customer will pay each invoice submitted by Jenton within 30 days of the date of the invoice (or as stated in the Order) in full and in cleared funds to a bank account nominated in writing by Jenton. Time for payment is of the essence of the Agreement.
- 8.6. All amounts payable by Customer under the Agreement are exclusive of value added tax chargeable from time to time (**VAT**). Customer will, on receipt of a valid VAT invoice from Jenton, pay VAT at the prevailing rate.
- 8.7. If Customer fails to make a payment due to Jenton under the Agreement by the due date, then, without affecting any other right or remedy available to Jenton, Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 8.8. All amounts due under the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. All intellectual property rights in, arising out of or connected with the Goods or Services shall be owned by Jenton or its licensors.

## **10. DATA PROTECTION**

- 10.1. Both parties will comply with all applicable data protection and privacy legislation in force from time to time in the UK.

## **11. LIABILITY**

- 11.1. References to liability in this clause 11 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2. Nothing in the Agreement limits any liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any liability that legally cannot be limited; or the Customer's obligation to pay sums properly due under this Agreement.
- 11.3. Subject to clause 11.2 and clause 11.4, Jenton's total liability to Customer will not exceed:
  - 11.3.1. where the liability arises in relation to an Order Confirmation, the total amount paid by Customer for the Goods and/or Services under that Order Confirmation, excluding any applicable VAT;
  - 11.3.2. where the liability does not arise in relation to an Order Confirmation, the sum of £100,000 (one hundred thousand pounds).
- 11.4. Subject to clause 11.2, neither party will be liable to the other for loss of profits; loss of sales or business; loss of anticipated savings; loss of or damage to goodwill; or any form of indirect or consequential loss.
- 11.5. This clause 11 will survive termination of the Agreement.

## **12. TERMINATION**

- 12.1. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
  - 12.1.1. the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
  - 12.1.2. the other party is insolvent, enters into bankruptcy, takes steps relating to its entering administration, liquidation or an arrangement with its creditors (except for solvent restructuring), obtains an moratorium, is being wound up (except for solvent restructuring) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or is involved in a similar procedure in any jurisdiction.
- 12.2. If Customer fails to pay any amount due under the Agreement by the due date for payment and that amount remains unpaid within 14 days after receiving notice to make such payment, Jenton may suspend the supply of Goods and/or Services or terminate the Agreement by giving written notice to Customer.

- 12.3. On termination of the Agreement Customer will immediately pay to Jenton all Jenton's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, Jenton will submit an invoice, which will be payable by Customer immediately on receipt;
- 12.4. Termination of the Agreement will not affect the accrued rights, remedies, obligations and liabilities of the parties. Any provision of the Agreement that expressly or by implication is intended to have effect after termination will continue in full force and effect.

### 13. FORCE MAJEURE

- 13.1. Jenton will not be liable for any delay or failure in the performance of its obligations unavoidably caused by a Force Majeure Event. If the period of delay or non-performance continues for 90 days, Jenton may terminate the Agreement by giving not less than 20 days' written notice to Customer.

### 14. GENERAL

- 14.1. **Assignment and other dealings.** Jenton may at any time transfer or deal in any other manner with any or all of its rights and obligations under the Agreement. Customer may not transfer or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of Jenton.
- 14.2. **Notices.** Notices under the Agreement must be in writing and sent to a party's registered office or, if sent by email, to the email address of the other party's main point of contact in relation to the Order Confirmation. A copy of the notice to Jenton must be sent by email to [rlittle@jenton.co.uk](mailto:rlittle@jenton.co.uk). Notices will be deemed received:
- 14.2.1. if sent by a reputable overnight courier service, at 9.00 am on the next day other than a Saturday, Sunday or public holiday at the location of the recipient (a **Business Day**); or
- 14.2.2. if sent by email between 9.00 am and 5.00 pm on a Business Day, on the date sent, or if outside of such period, then at 9.00 am on the next Business Day.
- 14.3. **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, that will not affect the rest of the Agreement.
- 14.4. **Rights, Remedies and Waiver.** Rights and remedies provided under the Agreement are cumulative and not exclusive of any rights or remedies provided by law. No waiver of any right or remedy under the Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions. A failure to enforce a right under the Agreement, is not a waiver of that right at any time.
- 14.5. **Law and Jurisdiction.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts except Jenton may take proceedings against Customer in the country in which Customer is registered.