

JMS

T r a n s f o r m e r s . L t d
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Terms and conditions of sale

The placement of a written or verbal order with JMS Transformers Ltd is deemed the acceptance of these terms and conditions

- 1) These terms and conditions shall be applicable to any and all customer orders or contract excepted by JMS Transformers Ltd, herein referred to as JMS, unless any deviation has been agreed in writing. The terms customer, client and purchaser herein referred to as the buyer,
- 2) Orders are excepted only in accordance with these conditions, irrespective of any conditions printed on customers order forms, unless otherwise agreed in writing by JMS
- 2a) JMS shall manufacture or supply goods to the customers verbal or written orders as interpreted by JMS. JMS will not except responsibility or restock goods ordered in error or where unclearly specified by the buyer unless agreed in writing by JMS. A restocking fee may apply to standard products and will apply to made to order or slow moving products if goods are returned charge free to JMS and in perfect condition.
- 2b) Orders can not be cancelled if production on the goods has commenced unless agreed in writing by JMS and may incur expenses
- 3) when more than one item is included on one order form, each item will be regarded as a separate order which may be delivered and paid for at a separate time.
- 4) JMS reserves the right to refuse to except any order whether or not an official or verbal order has been issued and are subject to the terms and conditions contained therein.
- 5) Prices quoted are based upon the existing rates of remuneration paid by JMS to its employees and the current cost or relevant materials, manufactured goods and transport, and are subject to any increase or decrease that may take place between the date of quotation and the date of order, also between the date of order and the date of manufacture if the delivery date is scheduled for a date that JMS deems to be a significant difference. They are subject to conformation and the actual delivery date they are also subject to government and trade union action effecting wages, materials and any other manufacturing costs.
- 6) When goods are priced ex works, delivery by post, rail or road transport is always chargeable, at the discretion of JMS, at the current rate, regardless of omission from customers written or verbal order.
- 7) Costs of pallets, cases and packaging materials charged on invoices marked as returnable will be refundable in full if returned at the customers expense or if collected by JMS only if JMS delivered in person. Refunds are only issued if returned within 4 weeks of delivery in good condition.
- 8) Terms of payment are strictly based on the last day of the month, of the invoice date or on notification that the goods are ready for delivery, unless otherwise specifically agreed in writing by JMS.
- 8a) Orders are excepted on the explicit understanding that the ordering company is of good financial standing and are able to fulfil their financial commitment to make payment on time and in full. Any deviation from this must be made in writing to JMS prior to order
- 9) Title in the goods shall not pass to the buyer until payment has been received in full by JMS and until payment, JMS shall have full authority at any time to enter the premises of the buyer or other place at which the goods, or part of them, shall be kept or stored, for the purpose of recovering possession thereof.
- 10) If any payment of goods delivered or held for call off or storage at JMS is overdue, or JMS has reason to believe that payment will not be made on its due date, JMS may retain the possession of any goods ordered but undelivered, and may require advanced payments before delivery of such goods.
- 10a) If goods are not paid for in full by the date covered by these terms and conditions, JMS reserve the right to charge interest, at 3% above the base rate of the Bank of England, and pass on to the buyer all additional debt recovery expenses, on all outstanding monies.
- 10b) Any and all disputes over goods and or invoices and deliveries must be declared within 3 working days of delivery of goods and 7 days from the end of that invoice month in writing. Debt recovery and such charges will not then apply until JMS indicate that the particular dispute is resolved. JMS will have the final and deciding say regarding the resolution of any and all disputes, unless the buyer decides on arbitration (see 17)
- 11) JMS do not except any debit notes what so ever. The issue of debit notes will be judged as a request for a credit only, and must not be deducted from payments without a covering credit note. Credit notes may be issued to the buyer on the discretion of JMS and may only be redeemed on that particular invoice on that particular months account if a credit is issued for part of or full invoice. Unauthorised debits will be treated as over due payments and may incur debt collection expenses
- 12) The period for delivery starts from the date on which the company receives and accepts the official order, and whilst it will do its utmost to effect the delivery in the time stated it can accept no contingent or consequential liability in the event of failure to do so, nor any penalty unless specifically contracted in writing.
- 12a) Any claim for shortages, non delivery or damage must be made in writing to the company within 3 days in the case of shortages, and 10 days in the case of non delivery.
- 12b) Damaged in transit goods must be signed for as damaged at time of receipt. Failure to do so will void any warranty or liability of JMS to repair or replace or refund such goods. It is the responsibility of the receiver to satisfy themselves that they have signed for are in good condition
- 13) The Company undertakes to replace, free of charge, within twelve months from the date of despatch of the equipment from its works or warehouse, any part which it considers faulty owing to poor workmanship or defective material, providing the terms of payment have been complied with. The undertaking does not apply to any material supplied which is not made by the Company. The Company cannot accept responsibility for damage due to faulty installation, by the want of proper attention, lack of maintenance or by improper use on the part of the user, or fair wear and tear, nor accept responsibility for any expense which the customer may incur in having removed or having replaced any parts sent for inspection or in having fitted any parts supplied in lieu or in exchange, or for contingent liability of any kind. The Company cannot accept any responsibility for equipment to which alterations or attachments have been made, unless such alterations or attachments have been made by agreement with the Company in writing.
- 14) Any parts returned must reach the company free of all charges.
- 15) The Company employs representatives to advise customers in connection with the equipment it manufactures and markets but the Company is not bound by any statements as to price, delivery, technicalities or terms made by any representative unless confirmation has been provided in writing by the Company.
- 16) The responsibility of the Company is limited to the terms of these conditions and it shall not be answerable under Common Law or Statute for personal injury or consequent, or resulting liability, damage or loss arising from any defect or fault, or from the use of the equipment in any way.
- 17) All matters of dispute or any doubt in relation to the terms of the sale unless the parties otherwise agree, be referred to arbitration under the Arbitration Act 1950, or any statutory modification in force for the time being.