

# **JT (Global) Limited terms and conditions**

**(effective from 20 November 2015)**

## **1. Introduction**

1.1. In these Terms and Conditions **JT (Global) Ltd** is “the **Supplier**”, the words “the **Customer**” mean the person, firm or company purchasing or agreeing to purchase goods or services from the Supplier and the words “the **Goods**” shall mean all equipment, spare parts, other goods, repairs and services provided to the Customer by the Supplier, and “**Services**” shall mean all services provided or to be provided by the Supplier to the Customer.

1.2. The placing of an order by the Customer for the Goods or Services shall be regarded by the parties as being acceptance by the Customer of these Terms and Conditions.

1.3. These Terms and Conditions will be superseded by a Master Services Agreement which is entered into by The Supplier and a Customer.

## **2. The Goods**

2.1 Unless otherwise expressly agreed, Goods will be in accordance with the relevant manufacturer’s normal specifications current at the date of delivery and the supply by the Supplier of Goods differing from any contractual specifications or descriptions shall not be a breach of the agreement between the Supplier and the Customer in so far as the Goods perform to an approximately equivalent standard as the Goods referred to in such specifications or descriptions.

2.2 The Supplier makes no other warranty, representation or undertaking in respect of the Goods and Services other than those expressly set out in these Terms and Conditions (including any implied warranties or conditions of merchantability and fitness for a particular purpose) and all such other warranties, representations and undertakings are hereby disclaimed by the Supplier to the fullest extent to which it is legally permitted to do so.

## **3. Intellectual Property Rights**

3.1. All intellectual property rights arising under or in connection with the supply of the Goods and Services under these Terms and Conditions will vest in the Supplier. For clarity, the ownership of any software, schematic diagrams, drawings and designs created by the Supplier under or in connection with these Terms and Conditions will vest in the Supplier and any copyright arising in any of the aforementioned items shall vest in the Supplier. To the extent that any of the intellectual property rights mentioned in this clause 3 do not, on creation, vest in the Supplier, the Customer hereby undertakes to perform all required actions, at its own cost, to transfer these intellectual property rights to The Supplier.

#### **4. Delivery, Installation & Risk**

4.1. The agreed dates for installation or delivery of the Goods and/or Services are estimates only and a failure by the Supplier to comply with them shall not be a breach of these Terms and Conditions.

4.2. The Goods shall be at the Customer's risk at the time of delivery or installation or transfer of title, whichever is earliest.

4.3. Where the Goods are installed by the Supplier, it is the Customer's responsibility to obtain, make available and pay all licenses, permits, mains electric supply, conduits, sockets and such like as are necessary for the installation of the Goods by the agreed date for the commencement of the installation and to provide all the necessary access, security, information and cooperation to enable the installation to proceed from that date.

4.4. The Customer is required to inspect the Goods on receipt and to notify the Supplier of any defects or complaints in writing within 7 days of receipt of the Goods.

4.5. If any payment due to the Supplier is overdue or if the Customer ceases to trade or enters into any arrangement with its creditors or has a receiver or administrative receiver appointed or a resolution passed for the winding up of the Customer, the Customer shall be deemed to have repudiated any agreements it may then have with the Supplier, which shall be entitled without prejudice to any other rights or remedies available to it to stop any goods in transit and to cancel any further deliveries. The provisions of this clause shall not affect the Supplier's right to claim interest on any overdue amounts at the maximum amount permitted by law.

#### **5. Title in the Goods**

5.1. The Goods shall remain the sole and absolute property of the Supplier until payment is received in full by the Supplier from the Customer.

5.2. The Supplier may for the purpose of recovering Goods in respect of which title has not transferred to the Customer enter upon any premises where the Goods are stored or where they are reasonably thought to be stored and repossess them.

#### **6. Price and Payment**

6.1. Unless otherwise expressly agreed the price is payable within 30 days of the date of invoice.

6.2. The Customer acknowledges and agrees that the Supplier has the right to claim interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to agreed credit terms.

#### **7. Cancellations and Delays**

7.1. Goods cancelled at any point after an order has been placed by the Customer will result in the Customer being liable for the full charge of the invoice value of the cancelled Goods.

7.2. Services delayed by the Customer less than ten working days prior to commencement of work will result in the Customer being responsible for any additional charges incurred by the Supplier.

## 8. Warranty and Liability of The Supplier

8.1. The Supplier undertakes to remedy free of charge by repair or replacement any defects in the Goods covered under the manufacturer's guarantee provided that the Customer notifies the Supplier promptly of such a defect and where the Customer arranges for the prompt return to the Supplier of the defective Goods at the Customer's risk and expense.

8.2. The Supplier shall not be liable for any financial, consequential or indirect loss or for any loss of data, goodwill, reputation, profit, opportunity or contract (whether such losses are regarded as direct or indirect) suffered by the Customer or any third party as a result of the provision of the Goods or Services, irrespective of whether such loss arises from breach of a duty in contract or tort or in any other way.

8.3. The parties agree that any claim against the Supplier, whether in contract or in tort, must be brought within one year of the date of invoice.

8.4 The Supplier's liability arising under or in connection with these Terms and Conditions shall be limited to an amount equal to the invoice value of the Goods or Services (as the case may be) in respect of which the claim is made.

## 9 Anti-Bribery and Confidentiality

9.1 Each party shall (i) comply with all laws, regulations and applicable guidelines relating to anti-bribery and anti-corruption; and (ii) have and maintain in place throughout the term of these Terms and Conditions adequate policies and procedures to help ensure that party's, and any person who performs or has performed services for or on behalf of that party in connection with these Terms and Conditions and/or any Goods and/or Services provided under or in connection with these Terms and Conditions (including all employees, officers, agents, consultants and sub-contractors of that party), comply with those laws, regulations and applicable guidelines and enforce the same where appropriate.

9.2 The parties agree that during the operation of these Terms and Conditions certain information will be provided by one party to the other which will be regarded by the party disclosing that information as confidential, irrespective of whether that information is marked "confidential" or not and irrespective of the medium by which that information is disclosed or on which that information is held ("**Confidential Information**"). The parties agree that such Confidential Information shall for the duration of the period which it retains its confidentiality be held by the receiving party in strictest confidence and the receiving party shall take all reasonable security measures for the safe-keeping of the Confidential Information and for the prevention of its unauthorised access, disclosure or misappropriation, these measures to be no less stringent than those measures which the receiving party has in place to protect its own information that it does not wish to publicly disclose, publish or disseminate which shall in no event constitute less than a reasonable degree of care. The parties acknowledge and agree that the

Confidential Information shall not be disclosed by the receiving party save where it has the written consent of the disclosing party to do so or the receiving party is required by law to do so.

## **10. Force Majeure**

The Supplier shall not be liable to the Customer for any failure to perform its obligations arising under or in connection with these Terms and Conditions due to any circumstances beyond its control.

## **11. Waiver**

If the Customer is in breach of any of these Terms and Conditions, then failure by the Supplier to require the Customer to rectify the same shall not create any assumption that that breach has been waived by the Supplier.

## **12. Notices**

All demands and notices shall be in writing and addressed to the Supplier at its address shown in invoices delivered by it and to the Customer at the address given by it for delivery of invoices and shall be deemed to be duly given 48 hours after being emailed, posted by first class post or if delivered by hand at the time of delivery.

## **13. Data Protection**

13.1 The Supplier will not without the Customer's written consent disclose information provided to it by the Customer for the purposes of the Agreement to anyone other than (i) members of JT Group Limited or (ii) subject to the relevant Data Protection legislation, third party subcontractors or agents engaged by The Supplier, such disclosure being made in either case in order for it to be able to provide the Customer with the Goods and/or Services.

13.2 Each party shall adhere to strict data protection policies in accordance with the Data Protection Act 1998. Where, in connection with the supply of a Service, a party processes Personal Data (as defined in the Data Protection Act 1998) on behalf of the other party, that party shall:

- (a) process such Personal Data only on the written instructions of the other party and to the extent reasonably necessary for the performance of its obligations in connection with the Agreement;
- (b) not disclose that Personal Data to any person except as required or permitted by these Terms and Conditions or with the other party's prior written consent; and
- (c) implement appropriate technical and organisational measures to protect that Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing.

13.3 The Supplier reserves the right to disclose the name, address, telephone and/or facsimile numbers and/or email addresses of the Customer to any judicial, law enforcement, regulatory or

governmental body or agency where required by applicable law or by the Order of a court or other body of competent jurisdiction to do so.

#### **14. Entire Agreement**

The parties agree that these Terms and Conditions represent the entire agreement between them in respect of their arrangements for the supply of the Goods and/or Services (as the case may be), and that no other terms, representations, warranties or undertakings, whether contained in another document or made orally, shall be of any force or effect unless and to the extent to which these are expressly set out in these Terms and Conditions.

#### **15. Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with English law, and the parties agree that the English courts shall have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms and Conditions.