



Jonesco (Preston) Ltd
Pittman Way, Fulwood
Preston PR2 9ZD England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209
E-mail: sales@jonesco-plastics.com
www.jonesco-plastics.com

JONESCO CONDITIONS OF SALE

The Customer's attention is drawn in particular to the provisions of clause 13.

1. GENERAL

- a. These conditions shall be deemed to be incorporated as conditions in any order or contract accepted by Jonesco (Preston) Ltd (hereinafter referred to as 'Jonesco', 'Us' and 'We') to the exclusion of any other terms that you, the Customer (also referred herein after as 'You') seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- b. The Customer is responsible for ensuring the Goods ordered are suitable for the purpose for which they were required.
- c. The contract constitutes the entire agreement between the parties.
- d. No agent or stockist or other third party and no employee of ours other than a director of Jonesco selling our Goods is authorised to transact any business which gives any warranty, makes any promise or any representation or incurs any liability on our behalf.
- e. We reserve the right to alter our product designs or construction details without notice.
- f. When these conditions or any other conditions which any other party may seek to incorporate into any contract conflict, these conditions shall prevail.
- g. Any notice required to be served pursuant to these conditions shall be served as follows:
 - i. To the Seller – To Jonesco (Preston) Ltd, Pittman Way, Fulwood, Preston, Lancashire, United Kingdom, PR2 9ZD.
 - ii. To the Customer – to such address as the Customer may notify to us or in default of notification to the address from which the goods an/or services are or were ordered or if the Customer are a company, at our option to the Customer's registered office.

A properly addressed notice sent by first-class post to destinations in the United Kingdom or the Republic of Ireland shall be deemed to have been received three days after the date of its despatch. A Notice sent by registered airmail to any other destination shall be deemed to have been received seven days after the date of its despatch.
- h. The provisions of clause 1(g) shall not apply to the service of any proceedings or other documents in any legal action.

2. TERMS OF PAYMENT

- a. United Kingdom and Eire: Payment by last working day of the month following the date of invoice. Time of payment is of the essence. Pending the opening of a credit account all Goods must be paid for in advance.
- b. Other Overseas: The method of payment shall be determined prior to or at the time of confirmation of the order. Any bank charges on export bills are payable by the Customer.
- c. If the Customer fails to make any payment due to Us under the Contract by the due date for payment (due date) then the Customer shall pay interest at the rate of 2% per month on extended terms of payment and overdue accounts. Such interest shall accrue on a monthly basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, the Customer shall pay the interest together with the overdue amount.
- d. The Customer shall on demand indemnify Us against all costs and expenses (including legal and other reasonable professional costs and expenses) suffered or incurred by Us in connection with the recovery of an outstanding debt in breach of clause 2(a) or 2(b) as applicable. This clause 2(d) shall survive termination of the Contract.
- e. When the account of a Customer becomes overdue, We may at our discretion withhold or suspend performance of any contractual obligation to you.
- f. The Customer shall pay all amounts due under the Contract in full

without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies We may have, set off any amount owing to Us by the Customer against any amount payable by Us to the Customer.

3. TITLE

- a. Property in the Goods shall remain with Us until the Customer has paid to Us the price of all Goods supplied under the Contract for the supply of the Goods and all other sums owing at any time by the Customer to Jonesco on any ground whatsoever (including, without prejudice to the generality of the foregoing, all sums owing by the Customer to Jonesco at any time in respect of any supply of Goods under any other contract).
- b. The Customer undertake that until title has passed to the Customer, in the event that it buys from a party other than Jonesco supplies of goods that are or were manufactured by or sold by Jonesco (or are similar to such goods) with the intention of retaining such goods as stock the Customer will clearly mark each of those goods in the said supply in order to distinguish each of those goods from Goods sold by Jonesco to You.
- c. Until title to the Goods has passed to the Customer, the Customer shall:
 - i. hold the Goods on a fiduciary basis as our bailee;
 - ii. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - iii. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - iv. give Jonesco such information relating to the Goods as We may require from time to time,
 - v. notify Jonesco immediately if the Customer becomes subject to any of the events listed in clause 16(b),
- d. Subject always to and without prejudice to clause 3(c) above, You are entitled to sell the Goods to a purchaser or purchasers by way of bona fide sale in the ordinary course of business at any time that (and insofar as) Jonesco shall permit and provided always that your entitlement shall cease immediately and without notice on the occurrence of any one or more of the events specified in clause 16(b).
- e. If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 16(b), or We reasonably believe that any such event is about to happen and notify the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy:
 - i. We may at any time require the Customer to deliver up the Goods, and if the Customer fails to do so promptly, the Customer irrevocably grants Jonesco a licence to enter (by Jonesco itself, its servants or agents and with or without vehicle) without notice upon lands or premises owned, used or occupied by You for the purpose of taking possession of Goods the property of Jonesco; and
 - ii. agree to render without charge all assistance as Jonesco may request to Jonesco and to our servants or agents for the purpose of Jonesco's identifying and taking possession of Goods the property of Jonesco.
- f. In the event that You sell the Goods to a purchaser or purchasers in accordance with clause 3(e), You sell as principal in relation to the purchaser or purchasers and have no right to commit Jonesco to any contractual relationship with or liability to the purchaser or purchasers or any third party.
- g. The Customer undertakes that in the event that You sell any Goods supplied by Jonesco You will sell those Goods (of the type required



FM12422

Jonesco (Preston) Ltd.
Pittman Way
Fulwood
Preston PR2 9ZD
England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209

Jonesco S.A.R.L.
SECLIN UNEXPO
1524 Avenue de l'Épinette
59113 Seclin
France
Tel: +33 (0) 3 20 32 1111
Fax: +33 (0) 3 20 90 6210
SARL au capital de 8,000 euros



www.jonesco-plastics.com



Jonesco (Preston) Ltd
Pittman Way, Fulwood
Preston PR2 9ZD England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209
E-mail: sales@jonesco-plastics.com
www.jonesco-plastics.com

JONESCO CONDITIONS OF SALE

for the particular sale) as have at the material time been longest in your possession.

4. PRICES

- a. All prices are subject to alteration without notice. If during the currency of any contract there is an increase in the cost of labour and/or material required in connection with or the purpose of such contract over the cost of such labour and/or materials prevailing at the date of acceptance such net increase of cost shall be added to the contract price and be payable by the Customer.
- b. All prices are subject to the addition of VAT when appropriate. the Customer shall, on receipt of a valid VAT invoice, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- c. Special orders placed with Jonesco may be subject to variances from the normal list price. Quotations of price will be given at the time of order placement and will be deemed to be binding solely for that particular Special Order.

5. CARRIAGE

- a. UK Mainland: The method of carriage shall be determined by Us and carriage charges will be payable by the Customer in addition to the price of Goods:
 - i. we will use our reasonable endeavours to notify the Customer of the carriage charges prior to delivery of the Goods;
 - ii. if the Customer requests a particular method or time of delivery or other particular arrangements for delivery of the Goods the Customer will be reimburse Jonesco for any additional costs incurred in delivery of the Goods.
- b. UK non-mainland and Eire: carriage charges will be advised to the Customer prior to Jonesco's acceptance of the Customer's order.
- c. Where practical, and under our discretion, We will deliver Goods on our own vehicles. All such deliveries will be free of charge if over £50 if part of a planned delivery run. Due to their bulk environmental products do not qualify for this service.

6. PACKING

- a. United Kingdom: any stillages or custom packaging remain our property at all times and will be charged for if not returned in good condition within one month from the date of delivery.
- b. Overseas: Export packing will be charged extra. Cases are non-returnable.

7. RISK, DAMAGE, LOSS AND NON-DELIVERY

- a. Risk in the Goods will pass to the Customer upon:
 - i. Delivery of the Goods to the Customer's premises or to a third party address as instructed by the Customer in respect of a sale to a UK or Eire based customer; and
 - ii. Delivery f.o.b. UK Port in respect of any sale to an overseas based customer (unless otherwise agreed between the parties in writing)
- b. The Customer must inform Us within three (3) days of the date of passage of risk pursuant the clause 8(a) below (or the date of advised delivery in the case of non-deliveries) if a claim for damage, loss in transit, or non-delivery of any of the Goods is to be made and must follow up such notification with a written confirmation within 7 days. In respect of the Customer's obligation here under, time shall be of the essence. **NO CLAIMS WILL BE CONSIDERED AND NO LIABILITY ACCEPTED BY US UNLESS NOTIFICATION IS RECEIVED WITHIN THE TIME SPECIFIED.**

8. RETURNED GOODS

- a. All Goods correctly supplied in accordance with Customer's order but which are subsequently returned will only be credited provided that:

- i. Our prior written consent has been obtained. We reserve the absolute right to decline to accept returns.
- ii. The Goods are listed in the current price list, are of current design, and in resaleable condition including packaging.
- iii. The Goods must be accompanied by a packing note stating the reason for return, the advice note/invoice number against which the Goods were supplied and the returns authority number as provided by the Despatch Department of Jonesco. A Jonesco returns label should also be attached to the Goods.
- iv. The cost of the outward carriage is paid by the Customer, and a handling charge will be payable by the Customer when the Goods are exchanged. The value of the handling charge will be at Our discretion and will be quoted as a percentage of the nett invoice value of the goods returned.

Goods supplied correct to customer specification on Special Orders placed with Jonesco are not accepted for return.

9. DESCRIPTION

- a. Whilst every endeavour has been made to ensure that the Goods are accurately described and believed to be fit for the purpose as mentioned in our catalogues, wall charts etc, no warranty or representation to this effect is given, and no responsibility will be accepted in the event of any error or misdescription or any such unfitness, or any damage relating there from.
- b. Photographs, illustrations, advertising matter and technical brochures generally represent the goods offered but are not binding in detail.
- c. We reserve the absolute right to make detailed alterations to the materials and specifications.
- d. Weights, dimensions, electrical power, water and compressed air and other supplies data, are estimated and deviations shall not be a ground for claim against Us.

10. DELIVERY OR ORDERS BY SCHEDULE

Orders on which deliveries are to be made at a scheduled rate are accepted on the following conditions:

- i. no delay of delivery can be taken as agreed unless You have received Our prior written consent.
- ii. delay of any delivery beyond two months from the date originally agreed will not be accepted.
- iii. at least 14 days notice must be given of any intention to delay deliveries.
- iv. where We agree to a delay of delivery at a Customer's request We reserve the right to adjust the prices, if We find this necessary, and to make a charge for any extra costs incurred because of the delay.
- v. each delivery shall constitute a separate transaction.
- vi. quantities delivered in each time period in the schedule will be subject to a tolerance agreed in advance between Jonesco and the Customer.

11. DELIVERY QUOTATION

- a. Any date quoted for despatch is subject to stock remaining unsold upon receipt of the Customer's written order to proceed together with all necessary information and documents.
- b. Whilst every effort will be made to estimate delivery dates accurately they are not to be construed as forming part of the terms of the contract and time of delivery is not of the essence.
- c. Should We be delayed in or prevented from delivering the whole or any part of the Goods ordered by reason of any Force Majeure Event or the Customer's failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods then:



FM12422

Jonesco (Preston) Ltd.
Pittman Way
Fulwood
Preston PR2 9ZD
England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209

Jonesco S.A.R.L.
SECLIN UNEXPO
1524 Avenue de l'Épinette
59113 Seclin
France
Tel: +33 (0) 3 20 32 1111
Fax: +33 (0) 3 20 90 6210
SARL au capital de 8,000 euros



www.jonesco-plastics.com



Jonesco (Preston) Ltd
Pittman Way, Fulwood
Preston PR2 9ZD England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209
E-mail: sales@jonesco-plastics.com
www.jonesco-plastics.com

JONESCO CONDITIONS OF SALE

- i. the Customer shall not be entitled to refuse to accept the Goods because of delay in delivery;
- ii. we shall not be liable to the Customer for failure to despatch or deliver such Goods, and
- iii. the date of delivery shall be extended until the operation of the cause or causes preventing delivery has ceased.

PROVIDED THAT in the event of such delay continuing for an unbroken period of 60 days We shall have the right by notice in writing to terminate the contract or contracts in question to the extent that they shall not have already been performed.

12. WARRANTIES

- a. Subject to the conditions set out below We warrant that the Goods will:
 - i. correspond with their specification at the time of delivery; and
 - ii. be free from defects in material and workmanship for a period of 12 months from the date of delivery.
- b. The above warranty is given subject to the following conditions:-
 - i. we shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by You as the Customer;
 - ii. we shall be under no liability in respect of any defect arising from fair, wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), carelessness on the part of the user, misuse or alteration or repair of the Goods without our approval;
 - iii. we shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - iv. the above warranty does not extend to parts, materials or equipment not manufactured by Us in respect of which You the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Us;
- c. Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law as to quality, fitness, compliance with description or sample of the whole or part of the Goods, or any replacement thereof, or as to the quality of any work or repair or replacement or otherwise, are excluded to the fullest extent permitted by law.
- d. Any claim by You as a Customer which is based on a breach of clause 12(a) shall (whether or not delivery is refused by You) be notified to Us in writing within 7 days from the date delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and You do not notify Us accordingly, You shall not be entitled to reject all or part of the Goods and We shall have no liability for such defect or failure, and You shall be bound to pay the price as if the Goods had been delivered in accordance with the contract,

Where the Goods are delivered to premises outside of the United Kingdom the period of 7 days in this clause 12(d) shall be extended to 28 days;

- e. Where any valid claim in respect of any of the Goods which is based on any breach of clause 12(a) is notified to Us in accordance with these conditions, We shall at our absolute discretion be entitled to replace the Goods (or the part in question) free of charge or, refund to You the price paid for the Goods (or a proportion as part of the price paid), but We shall have no further liability to You;

13. LIMITATION OF LIABILITY

- a. Nothing in these Conditions shall limit or exclude Jonesco's liability for:
 - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as

- applicable);
 - ii. fraud or fraudulent misrepresentation;
 - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - iv. defective products under the Consumer Protection Act 1987; or
 - v. any matter in respect of which it would be unlawful for Us, to exclude or restrict liability.
- b. Subject to clause 13(a) Jonesco shall not be liable to You whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract, and which arise out of or in connection with the supply of the Goods or their use or resale by You, and Jonesco's total liability to the Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the price paid of the Goods, except as expressly provided in these conditions;

14. SEVERANCE

- a. If any of the provisions (or part of any provision) of this contract are held to be invalid, illegal or unenforceable for any reason then the provision or part provision shall to the extent required, be read as if the invalid provisions had to that extent been deleted and the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
- b. If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. FORCE MAJEURE

We shall not be liable for any failure or delay in performing our obligations under the extent that such failure or delay is caused by a Force Majeure Event.

A Force Majeure Event means any event beyond our reasonable control, which by its nature could not have been foreseen or if it could have been foreseen, was unavoidable, including strike, lock-out, stoppage of work, or other industrial disputes (whether involving our own workforce or a third party's), failure of energy sources or transports network, riot, war, terrorism, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, acts of God including, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors, or defective materials.

16. TERMINATION

- a. If the Customer become subject to any of the events listed in clause 16(b), or We reasonably believe that You are about to become subject to any of them and notify You accordingly, then, without limiting any other right or remedy available to Jonesco, We may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Jonesco without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- b. For the purposes of clause 16(a), the relevant events are:
 - i. (being a company) an application is made to court, an order is made, for the appointment of an administrative receiver You over all or part of your assets or undertaking;
 - ii. (being a company) a person becomes entitled to appoint a receiver over your or a receiver is appointed over your assets;
 - iii. a creditor or encumbrancer of your's attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole



Jonesco (Preston) Ltd.
Pittman Way
Fulwood
Preston PR2 9ZD
England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209

Jonesco S.A.R.L.
SECLIN UNEXPO
1524 Avenue de l'Épinette
59113 Seclin
France
Tel: +33 (0) 3 20 32 1111
Fax: +33 (0) 3 20 90 6210
SARL au capital de 8,000 euros



www.jonesco-plastics.com



Jonesco (Preston) Ltd
Pittman Way, Fulwood
Preston PR2 9ZD England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209
E-mail: sales@jonesco-plastics.com
www.jonesco-plastics.com

JONESCO CONDITIONS OF SALE

or any part of your assets and such attachment or process is not discharged within 14 days

- iv. You suspend or threaten to suspend payment of your debts or are unable to pay or admit or state your inability to pay your debts as they fall due; or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply
 - v. You dispose or threaten to dispose of all or a material part of your assets whether by one or a series of transactions (Other than for the sole purpose of and followed by your reconstruction or amalgamation, approved by Jonesco);
 - vi. You commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, the Customer or make a proposal for or enter into any compromise, arrangement, voluntary arrangement or composition with your creditors;
 - vii. your directors make or state an intention to make or give notice of and followed by your reconstruction or amalgamation, approved by Jonesco);
 - viii. (being a company) a petition is filed, a notice is given, or any order is made, for or in connection with your winding-up or administration;
 - ix. (being a company) a resolution (other than for the sole purpose of and followed by your reconstruction or amalgamation, approved by Jonesco) is passed for your voluntary winding-up;
 - x. the Customer are dissolved;
 - xi. (being an individual) the Customer are the subject of a bankruptcy petition or order;
 - xii. the Customer suffer the levy or enforcement of any execution, distress, sequestration, detention or other process on the whole or part of any property or premises or other assets;
 - xiii. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - xiv. (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver;
 - xv. any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction to which the Customer are subject that has an effect equivalent or similar to any of the events mentioned in clause 16(b)(i) to 16(b)(xv) (inclusive);
 - xvi. the Customer suspend, threaten to suspend, You cease or threaten to cease to carry on all or substantially the whole of your business trade;

your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - xvii. (being an individual) the Customer die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or becomes a patient under any mental health legislation.
- c. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

17. ASSIGNMENT AND SUBCONTRACTING.

- a. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the

Contract.

- b. the Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without our prior written consent.

18. WAIVER

A waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19. THIRD PARTY RIGHTS.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

20. JURISDICTION

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes and claims) is governed by and construed in all respect by English Law and the Customer submits to the exclusive jurisdiction of the English Courts.

21. CUSTOMER CONDITIONS OF PURCHASE

In all instances Jonesco's Conditions of Sale stated herein override any separate Terms and Conditions of Purchase stated by Jonesco's customers.

22. VARIANCES TO STANDARD CONDITIONS OF SALE

We reserve the right to vary Jonesco's standard Conditions of Sale as stated herein. Any variation will be notified in writing to individual customers effected by these variances and will only apply in respect of goods purchased following such notification.

23. JONESCO CATALOGUES

Jonesco. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form or by any means electronic, mechanical, photographic, recording or otherwise without the prior written permission of the publisher Jonesco (Preston) Ltd.



FM12422

Jonesco (Preston) Ltd.
Pittman Way
Fulwood
Preston PR2 9ZD
England
Tel: +44 (0) 1772 704488
Fax: +44 (0) 1772 702209

Jonesco S.A.R.L.
SECLIN UNEXPO
1524 Avenue de l'Épinette
59113 Seclin
France
Tel: +33 (0) 3 20 32 1111
Fax: +33 (0) 3 20 90 6210
SARL au capital de 8,000 euros



www.jonesco-plastics.com