





APPENDIX

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LEGISLATION / USEFUL INFORMATION

The use of Jonesco products for the storage and handling of drums and intermediate bulk containers complies with UK legislation current at the time of printing. Ensure you comply with laws of England, Wales, Scotland and Northern Ireland regarding the control of oil related pollution. It applies to anyone who stores and controls oil above ground. There are penalties for non-compliance. For further information and guidance, please refer to:

England / Wales: www.gov.uk/guidance/storing-oil-at-a-home-or-business

Scotland: www.legislation.gov.uk/ssi

Northern Ireland: www.legislation.gov.uk/nisr

If you store oil of any kind at your premises, this will apply to you. Oil includes: petrol, diesel, central heating oil, lubricating oil, vegetable oil, heavy oils such as bitumen; oils used as solvents, such as paraffin or kerosene and waste oil.

Oil is a common and highly visible form of pollution. It is poisonous to fish and other wildlife and smothers plants. Just two litres of oil could make the volume of fresh water needed to fill an Olympic size swimming pool undrinkable. Oil accounts for over one quarter of all pollution incidents in the UK each year. Many drains lead directly to rivers, streams or lakes. If you allow oil to enter these drains, it has the same effect as pouring it directly into the watercourse. If oil from your site enters the ground or watercourses, you can be required to pay clean-up costs to remove the oil.

What should I do if an oil spill occurs?

- Try to prevent the spill from entering drains or watercourses; use earth to block its flow, sand or commercial absorbents to soak it up.
- Notify your Environmental Regulator on the Emergency Hotline, 0800 80 70 60.
- Keep absorbent materials near to the oil store so that they are easily accessible when they are needed.
- Train all staff in what to do in the event of a spillage and how to use any oil spill equipment.
- Never hose a spillage down or use detergents to disperse it.

POLLUTION PREVENTION GUIDELINES

STORAGE & HANDLING OF DRUMS & INTERMEDIATE BULK CONTAINERS

SECONDARY CONTAINMENT SYSTEMS

A secondary containment system is designed to catch leaks from the primary container or spillages when in use. A suitable secondary containment system should be provided, as this will significantly reduce the risk of a spill resulting in pollution.

CAPACITY

The capacity of secondary containment facilities should take account of the maximum volume of product that could be stored at any one time. If a fixed fire-fighting system is in place, additional provision will be required for the quantity of fire-fighting media likely to be used. In general, for multiple container storage, containment facilities should have sufficient capacity to contain at least 25% of the total volume of the containers being stored, or 110% of the largest container, whichever is the greater.

DEALING WITH SPILLAGES

Spill kits containing materials such as leak-sealing putty, over-drums, drain seals, oil or chemical absorbents and personal protective equipment (PPE) should be on site. These should be located both within and near the storage area and remote from it (in case during an event it is not possible to reach the equipment near the storage containers).

POLYETHYLENE – ELECTROSTATIC PROPERTIES

While polyethylene is a non-conductive material, it will allow electrostatic charge to build up on the surface.

REGLEMENTATION / RENSEIGNEMENTS UTILES

Arrêté type - Rubrique n° 1173: Dangereux pour l'environnement, B - Toxiques pour les organismes aquatiques (stockage et emploi de substances). (JO 22/01/99).

Selon l'arrêté du 02/02/1998 relatif aux prélèvements et à la consommation d'eau ainsi qu'aux émissions de toute nature des installations classées pour la protection de l'environnement soumises à autorisation:

Tout stockage d'un liquide susceptible de créer une pollution des eaux ou des sols doit être associé à une capacité de rétention dont le volume doit être au moins égal à la plus grande des deux valeurs suivantes:

- 100% de la capacité du plus grand réservoir.
- 50% de la capacité des réservoirs associés.

Pour le stockage de récipients de capacité unitaire inférieure ou égale à 250 litres (jerricans, fûts) la capacité de rétention doit être au moins égale à:

- 50% de la capacité totale des récipients pour les liquides inflammables, à l'exception des lubrifiants.
- 20% de la capacité totale des récipients pour les autres cas.
- 800 litres minimum ou égale à la capacité totale lorsque celle-là est inférieure à 800 litres.

La capacité de rétention doit être étanche aux produits qu'elle pourrait contenir et résister à l'action physique et chimique des fluides. Tous nos produits sont en polyéthylène, matière thermoplastique ayant une très bonne résistance chimique à tous les types de produits dits dangereux.

POLYÉTHYLÈNE – PROPRIÉTÉS ÉLECTROSTATIQUE

Bien que le polyéthylène soit un matériau non conducteur, il permettra aux charges électrostatiques de s'accumuler à la surface.



LEGISLACION / INFORMACION UTIL

El almacenamiento de productos peligrosos responde a reglas de seguridad estrictas en materia de retención. Real Decreto 656/2017, de 23 de junio, por el que se aprueba el Reglamento de Almacenamiento de Productos Químicos y sus Instrucciones Técnicas Complementarias (ITC) MIE APQ 0 a 10, define en la ITC 10, de Almacenamiento de Recipientes Móviles, la capacidad de retención mínima que debe tener un cubeto de retención.

Se define en el punto 2 del artículo 10 de la mencionada ITC:

VOLUMEN DE RETENCIÓN PARA RECIPIENTES MÓVILES

La capacidad de retención tiene que ser igual o superior al mayor de los dos valores siguientes:

- 100% de la capacidad del depósito más grande.
- 10% de la capacidad total de los depósitos que vierten en el cubeto.

POLIETILENO – PROPIEDADES ELECTRO-ESTATICAS

Nota de atención, el polietileno es un material no conductor, por lo que existe potencial de estática acumulada en la superficie.



VORSCHRIFTEN & INFORMATIONEN ZUR GEFÄHRSTOFFLAGERUNG

AUSWAHL RELEVANTER GESETZE UND VORSCHRIFTEN

ADR	Verordnung über die Beförderung gefährlicher Güter auf der Straße
BetrSichV	Betriebssicherheitsverordnung
GGVS / GGVE	Gefahrgutverordnung Straße / Eisenbahn
RID	Vorschriften der Ordnung über die internationale Eisenbahnbeförderung gefährlicher Güter
AwSV	Verordnung über Anlagen zum Umgang mit wassergefährdenden Stoffen (spezifisch für jedes Bundesland)
WHG	Wasserhaushaltsgesetz

WASSERGEFÄHRDUNGSKLASSEN NACH AwSV

WKG 1 schwach wassergefährdend

WKG 2 wassergefährdend

WKG 3 stark wassergefährdend

AUFFANGVOLUMEN

In Deutschland muß eine Auffangwanne den Inhalt des größten Behälters, mindestens jedoch 10% der Lagermenge, aufnehmen können.

Auf unsere Auffangwanne SJ-100-001/D angewandt bedeutet dies :

bei einer Lagerung von 2 Fässern von je 215 Liter Inhalt

- Gesamt-Lagermenge = 430 l, 10% = 43 l
- größter Behälter = 215 l

gefordertes Wannenvolumen = 215 Liter

!!! In Wasserschutzgebieten muß die gesamte Lagermenge (100%) zurückgehalten werden !!!

ZULASSUNGEN

Für Auffangsysteme aus nichtmetallischen Werkstoffen werden vom DIBt in Berlin (Deutsches Institut für Bautechnik) allgemeine bauaufsichtliche Zulassungen erteilt.

PE-AUFFANGSYSTEME

Für die Lagerung von wassergefährdenden Flüssigkeiten aller Gefährdungsklassen (siehe vor). PE-Auffangwannen sind beständig gegen Öle, Säuren und Laugen. Der Anwender ist für die Verträglichkeit mit den eingelagerten Stoffen verantwortlich. Hilfreich bei der Auswahl sind Beständigkeitslisten.

In Deutschland für die Lagerung von brennbaren Medien nicht zugelassen.

ACHTUNG

Obige Angaben sind unverbindlich, gelten ausschließlich für Deutschland, und erheben keinen Anspruch auf Vollständigkeit.

Bitte beachten Sie die für Ihr Land gültigen Vorschriften. Setzen Sie sich bitte mit Ihrer zuständigen Behörde in Verbindung.

POLYETHYLEN – ELEKTROSTATISCHE EIGENSCHAFTEN

Obwohl Polyethylen ein nicht leitfähiges Material ist, kann eine elektrostatische Aufladung auf der Oberfläche entstehen.



Jonesco Environmental Protection Products comply with or exceed regulations.

ENVIRONMENTAL PROTECTION AGENCY

EPA 40 CFR 264.175

CONTAINMENT. (a) Container storage areas must have a containment system that is designed and operated in accordance with paragraph (b) of this section, except as otherwise provided by paragraph (c) of this section.

(b) A containment system must be designed and operated as follows:

(3) The containment system must have sufficient capacity to contain 10% of the volume of containers or the volume of the largest container, whichever is greater. Containers that do not contain free liquids need not be considered in this determination.

SPILL PREVENTION, CONTROL AND COUNTERMEASURES (SPCC) REGULATION

What is SPCC and who is subject to its requirements? SPCC stands for Spill Prevention Control and Countermeasures. This rule is part of the EPA's oil spill prevention program and was developed under the authority of The Federal Water Pollution Control Act and The Clean Water Act. It is designed to prevent discharge of oil and oil-related materials into US waterways or adjoining shorelines. The SPCC Rule outlines the requirement of owners and operators of large oil processing facilities and industrial, commercial, agricultural or public facilities using/storing oil or oil products to create and implement a Spill Prevention Control and Countermeasures plan.

Facilities with **1,320 U.S. gallons of above ground storage or 42,000 U.S. gallons of buried storage** of petroleum oil and non-petroleum oils; fats, oils and greases of animals, fish and marine mammals and vegetable oils (including oil from seeds, nuts, fruits, or kernels) are covered by the SPCC rule.

APPLICATION TO SPILL CONTROL PRODUCTS. The SPCC Rule outlines the requirement of an owner / operator to demonstrate in their SPCC plans considerations for secondary containment solutions for containers with storage capacity equal to or greater than 55 U.S. gallons. Each secondary containment must hold the entire capacity of the largest container. The Plan must include a facility diagram, and mark the location and contents of each container. Secondary containment must be constructed so that any discharge from a primary containment system (i.e. drum, tank or pipe) will not escape before cleanup occurs.

INTERNATIONAL CODE COUNCIL

INTERNATIONAL FIRE CODE, 2009 EDITION*

2704.2.3 Containment pallets. When used as an alternative to spill control and secondary containment for outdoor storage in accordance with the exception in Section 2704.2, containment pallets shall comply with all of the following:

1. A liquid-tight sump accessible for visual inspection shall be provided.
2. The sump shall be designed to contain not less than 66 gallons (250 ℓ).
3. Exposed surfaces shall be compatible with material stored.
4. Containment pallets shall be protected to prevent collection of rainwater within the sump.

NATIONAL FIRE PROTECTION ASSOCIATION

NFPA CODE 30 2018 EDITION:**

9.13 * CONTAINMENT, DRAINAGE AND SPILL CONTROL

9.13.1 Storage areas shall be designed and operated to prevent the discharge of liquids to public waterways, public sewers, or adjoining property, unless such discharge has been specifically approved.

9.13.2 Where individual containers exceed 10 gal (**38 ℓ**), curbs, scuppers, drains, or other suitable means shall be provided to prevent flow of liquids under emergency conditions into adjacent building areas.

U.S. DEPARTMENT OF LABOR

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

OSHA 29 CFR 1910.106 (e)(2)(iii):

Separation and protection. Areas in which flammable or combustible liquids are transferred from one tank or container to another container shall be separated from other operations in the building by adequate distance or by construction having adequate fire resistance. Drainage or other means shall be provided to control spills. Adequate natural or mechanical ventilation shall be provided.

POLYETHYLENE – ELECTROSTATIC PROPERTIES

While polyethylene is a non-conductive material, it will allow electrostatic charge to build up on the surface.

* Excerpted from the 2009 International Fire Code, Copyright 2009. Washington, D.C.: International Code Council. Reproduced with permission. All rights reserved. www.ICCSAFE.org

** Reproduced with permission from NFPA CODE 30-2018. This is not the complete and official position of the NFPA on the referenced subject, which is represented only by the standard in its entirety.

DIBt (Ü)

SPILL CONTAINMENT WITH NATIONAL TECHNICAL APPROVAL GRANTED BY THE GERMAN INSTITUTE OF BUILDING TECHNOLOGY IN BERLIN

In Germany, various plastic spill containment products require national technical approval granted by the DIBt (Deutsches Institut für Bautechnik) in Berlin. To comply with these approvals certain criteria have to be fulfilled, e.g. liquid capacity testing and load testing.

Our spill containment products are approved according to DIBt requirements by a recognised testing, inspection and certification body on behalf of DIBt.

Capacity Measurement

Generally Specified by manufacturer	DIBt Requirement Specified by DIBt*
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Operating Load

Generally Specified by manufacturer	DIBt Requirement According to the number of drums, IBCs, etc. specified**
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To order spill containment products for the German market: Please add 'D' to the part number. (e.g. SJ-100-001/D).

	PLATFORM COLOUR	BUND COLOUR	CENTRAL SUPPORT COLOUR	CERTIFICATE NUMBER	CAPACITY* (ℓ)	UNIFORMLY DISTRIBUTED WEIGHT** (kg)
DRUM SPILL PALLETS						
SJ-100-001/D	●	●	-	Z-40.22-380	236	500
SJ-100-007/D	●	●	-	Z-40.22-380	242	1000
SJ-100-010/D	●	●	-	Z-40.22-380	450	1000
SJ-100-050/D	●	●	-	Z-40.22-380	225	250
SJ-100-060/D	●	●	-	Z-40.22-380	220	1000
SJ-110-007/D	●	●	-	Z-40.22-380	220	1000
SJ-2E-BLK/D	-	●	-	Z-40.22-380	220	500
SJ-2E-BLK/D & SJ-2E-PLAT	●	●	-	Z-40.22-380	220	500
DRUM RACK DISPENSING STATION						
SJ-200-004/D	●	●	-	Z-40.22-380	450	500
SPILL WORKFLOORS						
SJ-300-002/D	●	●	-	Z-40.22-443	92	500
SJ-300-007/D	●	●	-	Z-40.22-443	192	1000
IBC SPILL PALLETS						
SJ-500-002/D	●	●	○	Z-40.22-451	1000	2000
SJ-500-004/D	●	●	○	Z-40.22-451	1000	4000 (2000 per side)
SJ-500-006/D	-	●	-	Z-40.22-451	1000	2000
SJ-510-002/D	●	●	○	Z-40.22-451	1000	2000
SJ-520-002/D	●	●	○	Z-40.22-451	1000	3000 (1500 per side)
SJ-545-BLK/D	-	●	-	Z-40.22-451	1000	3000 (1500 per side)
SPILL TRAYS						
ST1-20-B-BK/D	-	●	-	Z-40.22-485	20	50
ST1-20-BK-BK/D	●	●	-	Z-40.22-485	20	50
ST1-30-B-BK/D	-	●	-	Z-40.22-485	30	50
ST1-30-BK-BK/D	●	●	-	Z-40.22-485	30	50
ST1-40-B-BK/D	-	●	-	Z-40.22-485	40	100
ST1-40-BK-BK/D	●	●	-	Z-40.22-485	40	100
ST1-60-B-BK/D	-	●	-	Z-40.22-485	60	200
ST1-60-BK-BK/D	●	●	-	Z-40.22-485	60	200
ST1-100-B-BK/D	-	●	-	Z-40.22-485	100	200
ST1-100-BK-BK/D	●	●	-	Z-40.22-485	100	200

CUSTOMER SERVICE

Our success and continued growth is a reward from our customers who find Jonesco's service and products the best available. We aim to ensure this situation continues and will always be pleased to talk with you about our product and service performance. Customer service is a high priority for Jonesco and we aim to meet the highest standards. In order to achieve efficient handling of any problem arising from our products or service we provide this guide to our procedures for resolving problems.

How to order goods

To place an order we require you to state the following:

1. Jonesco part numbers and quantity required
2. Requested despatch date
3. Order number and authorising person's name

We accept orders by telephone and e-mail. All orders should be confirmed in writing, where possible, although such orders must be marked confirmation to avoid duplication.

What to do if my order is late arriving

1. Ring / E-mail Jonesco on +44 (0) 1772 706888 / orders@jonesco-plastics.com (8am to 5pm, 4.30pm Fridays).
2. Ask for customer services, quote your company name and advise of the problem. They will then check whether it has been despatched and by which method. If it is a carrier problem we will contact the carrier and ring back with all the information we can obtain. If the goods have not left yet we will advise of the new expected despatch date. If the goods are not specifically manufactured for you, you may alter the order to buy an alternative product.

What if the carrier arrives and the note says two but the carrier has one

1. Write on the advice note "Only received one".
2. Ring Jonesco customer services and advise of the shortage who will ring the carrier and keep you informed.

Stock cleanse

Jonesco does not participate in stock cleanses.

We supply goods in good faith and not on a sale or return basis. We will only accept goods back for credit in certain rare circumstances unless there is a specific fault in the product or supply attributable to Jonesco.

Credits will not be issued for goods unless approval for return is granted within 28 days following the date on the advice note.

Your part numbers

If you advise Jonesco of the part numbers you allocate to our product, we will enter them into our system and all paperwork will then show both yours and our part numbers for easy reference.

What if the carrier arrives but the goods are damaged

1. All goods should be counted and checked in the presence of the carrier. Signing the delivery note waives all rights to insurance should the goods be found to be damaged. Signing the proof of delivery note "Unchecked" or similar is not accepted by the carriers and is deemed a signature accepting the goods in the number and condition received.
2. Ring Jonesco customer services and advise of the damage who will ring the carrier and keep you informed.

What to do if it is not the correct product / I ordered the wrong item

1. Contact our sales or sales / quality department to see if return is viable and acceptable.
2. You will be issued with a returns number and we will advise if we are able to collect the goods on our own vehicles or you can send the goods back by carrier. Jonesco does not accept the carriage charges where the goods were supplied correctly to order.

Where goods are not faulty, they should be returned in a re-saleable condition complete with original undamaged packaging and quality labels. Special products such as colours are not accepted for return.

Warranty

Our products, generally, have no moving parts and will not deteriorate in their expected life span apart from "normal wear or misuse".

We will always be willing to examine any problems you may have with the products we supply to minimise quality problems or any issues that may arise.

IMPORTANT POINTS TO REMEMBER

- A returns authorisation number must be obtained before the return of any product.
- Failure to use this number on the returned goods could result in the return being refused.
- The packaging must be sufficient to prevent damage to the product that could affect your claim.
- A returns number is valid for 14 days only.
- Where possible we will collect goods on our own vehicle and only reimburse return carriage if Jonesco or our product is found to be at fault.
- Our quality control or sales staff may wish to visit your site to offer advice on the storage, handling or use of the products to minimise returns or damage in the future.
- Export accounts should seek authorisation from their usual Jonesco contact for any problem before any action as carriage cost can easily exceed the value of the goods to be returned. An economical solution can then be arranged depending upon the specific circumstances.

CONDITIONS OF SALE AND DELIVERY

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, Pitman 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 are / 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

- i. 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 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 nett 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 net 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:
 - 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.

- a. 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 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 a proposal in relation to You for a voluntary arrangement under Part I of the Insolvency Act 1986;
 - 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

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