

**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

In order to place an order we require you to state the following:-

Jonesco part numbers and quantity required

Requested despatch date

Order number and authorising person's name

We accept orders by Fax, letter, 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 Jonesco on +44 (0) 1772 706888 (8am to 5pm, 4.30pm Fridays).
2. Ask for customer services and 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 computer 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 its 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, fabrications and custom steel mudguards are not accepted for return.

### Warranty

Our products, generally, have no moving parts and will not deteriorate in their expected life-span without "normal wear or misuse". Mudguards, for instance, fitted to a tractor unit are very likely to receive damage through coupling of the trailer, tyre blow outs, stones picked up by the tyres, and many other factors that are totally beyond our control.

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

**Le succès et la croissance que nous connaissons montrent que nos clients considèrent nos produits et notre service comme étant les meilleurs. Afin que cela se poursuive, nous sommes toujours prêts à discuter avec vous de la performance de nos produits ou service.**

**Satisfaire la clientèle est notre priorité et nous tenons à vous offrir les meilleurs niveaux de service. Nous fournissons ce guide de nos procédures de traitement des litiges afin de permettre une résolution efficace de tout problème.**

### Pour commander nos produits

Pour nous permettre d'enregistrer votre commande, nous vous demandons de spécifier les éléments suivants :

- numéros de pièces Jonesco et quantité désirée
- date d'expédition requise
- numéro de commande et nom de la personne autorisant la passation.

Nous acceptons toute commande transmise par fax, courrier, téléphone, verbalement et par courrier électronique (e-mail) . Toutes les commandes doivent si possible être confirmées par écrit, bien que celles-ci aient à porter la mention «confirmation» pour éviter toute double commande.

### Que faire si la réception de ma commande est retardée?

1. Appeler Jonesco au 33 / (0)3 20 32 11 11 (de 8 h 30 à 17 h, 16 h 30 les vendredis).
2. Demander le service clients en indiquant la raison sociale de votre entreprise, puis lui faire part du problème. Ce service vérifiera si la commande a été expédiée et par quel moyen. Si le problème relève du transporteur, nous contacterons ce dernier et vous rappellerons avec toutes les informations que nous aurons pu obtenir. Si les marchandises ne sont pas encore parties, nous vous indiquerons la nouvelle date d'expédition prévue. Si les articles ne sont pas spécifiquement fabriqués pour vous, vous pouvez modifier la commande et choisir un article de substitution.

### Que faire si le transporteur arrive - le bordereau mentionnant deux articles tandis que le transporteur n'en a qu'un ?

1. Ecrire sur l'avis : 'quantité réceptionnée : 1 seulement'.
2. Appeler le service clients de Jonesco en mentionnant le(s) manquant(s) – nous rappellerons le transporteur et vous tiendrons informé.

### Liquidation de stocks

Jonesco ne participe en aucun cas à des liquidations de stocks. Nous fournissons nos marchandises en toute bonne foi et ne travaillons pas sur un principe de dépôt-vente. Nous n'acceptons le retour de produits et n'émettons d'avis que dans certaines rares circonstances, à moins que Jonesco ne soit reconnu responsable d'un vice spécifique du produit ou de la livraison.

Aucun avoir ne sera émis pour des marchandises, sauf si l'autorisation de retour est accordée dans les 28 jours suivant la date sur l'avis.

### Vos numéros de pièce

Si vous nous communiquez vos propres codes-produits pour les articles Jonesco, nous les saisissons par ordinateur et nos documents feront apparaître à la fois vos codes et les nôtres pour simplifier toute référence ultérieure.

### Que faire si les marchandises arrivent, mais sont endommagées ?

1. Tous les articles doivent être comptés et vérifiés en présence du transporteur. Si la marchandise s'avère être endommagée, le fait de signer le bordereau de livraison vous retire tous les droits en matière d'assurance. Les transporteurs refusent que l'on signe le justificatif du bordereau de livraison en y portant la mention «sans vérification» ou autre annotation du même genre – cela équivaut à une signature d'acceptation des marchandises, dans la quantité et l'état réceptionnés.
2. Appeler le service clients de Jonesco et faire part des dommages – nous rappellerons le transporteur et vous tiendrons informés.

### Que faire s'il ne s'agit pas du bon produit – «j'ai passé commande du mauvais article» ?

1. Contacter notre service ventes ou ventes & qualité pour vérifier si le retour est possible et acceptable.
2. Un numéro de retour vous sera attribué et nous vous indiquerons si nous pouvons faire reprendre les produits par nos propres véhicules, ou si vous êtes autorisé à nous les retourner via un transporteur. Jonesco ne prend pas en charge les frais de transport lorsque la fourniture des marchandises est conforme à la commande.

Lorsque les marchandises ne sont pas défectueuses, elles doivent être renvoyées dans un état permettant leur revente, accompagnées de toutes les étiquettes d'emballage et de qualité originales et non endommagées. Nous refusons le retour des produits spéciaux tels que les produits de couleur, les articles spécifiques et les garde-boue en acier réalisés sur mesure.

### Garantie

En règle générale nos produits ne comportent pas d'éléments mobiles et ne se détériorent pas au cours de leur durée de vie escomptée, sauf usure normale ou usage impropre. Ainsi les garde-boue montés par exemple sur un tracteur ont toutes les chances de se détériorer lors de l'attelage de la remorque, par éclatement des pneus, à cause des pierres qui adhèrent aux pneumatiques, et pour nombre d'autres raisons que nous ne maîtrisons absolument pas.

Nous manifestons toujours notre volonté à examiner tout problème auquel vous pouvez être confronté, sur les produits fournis par nos soins, pour minimiser les problèmes de qualité et d'installation susceptibles d'apparaître.

## POINTS IMPORTANTS A RETENIR

Un numéro d'autorisation de retour doit être obtenu avant tout retour de marchandise.

Tout défaut d'utilisation dudit numéro sur les produits renvoyés pourrait aboutir à un refus dudit retour.

L'emballage doit suffire à empêcher toute détérioration du produit, susceptible d'être préjudiciable à votre réclamation.

Le numéro de retour est valable 15 jours seulement.

Nous faisons reprendre si possible les marchandises par nos propres véhicules ; le coût du retour n'est remboursé que s'il s'avère que Jonesco ou nos produits sont en faute.

Il se peut que des membres de notre service ventes ou contrôle qualité désirent voir votre site, pour vous proposer des conseils sur le stockage, la manutention ou l'usage des produits, et ce afin de limiter tout retour futur.

En cas de quelconque problème, les clients export doivent demander l'autorisation auprès de leur représentant Jonesco habituel, avant de prendre toute disposition. En effet, les frais de transport peuvent aisément dépasser la valeur des marchandises à renvoyer. Une solution économique peut être adoptée, en fonction des circonstances spécifiques.

Erfolg und kontinuierliches Wachstum sind der Lohn unserer Kunden für professionellen Service und eine exzellente Produktpalette. Um diesen Ansprüchen auch in Zukunft gerecht zu werden, nehmen wir Ihre konstruktiven Anregungen jederzeit gerne entgegen.

Der Dienst am Kunden wird bei Jonesco großgeschrieben; nur die höchsten Ansprüche zählen. Um Ihnen bei der Lösung evtl. Probleme behilflich zu sein, haben wir für Sie folgende Merkliste zusammengestellt:

### Bestellung

Für Ihre Bestellung benötigen wir folgende Angaben:

Jonesco-Teilenummer/Stückzahl

Liefertermin

Auftragsnummer/Name des Auftraggebers

Wir akzeptieren Fax-, Telefon-, schriftliche und mündliche Aufträge sowie E-mail Bestellungen. Alle Aufträge müssen schriftlich bestätigt werden und sollten, um Duplikationen zu vermeiden, mit dem Vermerk 'Auftragsbestätigung' deutlich versehen sein.

### Lieferverzug

1. Bitte rufen Sie uns an: +44 (0) 1772 706888 (Mo-Do: 08.00-17.00, Fr: 08.00-16.30).
2. Verlangen Sie den Kundendienst, geben Sie Ihren Firmennamen an und schildern Sie Ihr Problem. Der Kundendienst prüft dann ob und wie die Ware versandt wurde. Handelt es sich um ein Problem des Spediteurs, so werden wir uns mit der zuständigen Spedition umgehend in Verbindung setzen und Sie entsprechend informieren. Ist die Verladung noch nicht erfolgt, werden wir Ihnen das vorgesehene Versanddatum mitteilen. Handelt es sich nicht um Sonderanfertigungen, kann alternativ auch vergleichbare Ware bestellt werden.

### Unvollständige Lieferung

1. Bitte Fehlmenge im Frachtbrief vermerken.
2. Informieren Sie den Jonesco-Kundendienst mit Angabe der Fehlmenge. Dieser verständigt die beauftragte Spedition und informiert Sie.

### Rücknahme von Lagerbeständen

Jonesco nimmt keine Lagerbestände zurück.

Wir liefern in gutem Vertrauen und nicht auf Kommissionsbasis. In bestimmten Ausnahmefällen nehmen wir Ware zwecks Gutschrift zurück; fehlerhafte Waren bzw. Falschliefereien durch Jonesco werden zurückgenommen/ gutgeschrieben.

Ware wird nur dann gutgeschrieben, wenn die Rücknahme-Genehmigung innerhalb von 28 Tagen erteilt wird; maßgebend ist das Datum des Lieferscheins.

### Kunden-Teilenummer

Bitte geben Sie uns Ihre Jonesco-Artikelnummer an. Wir werden unsere EDV entsprechend programmieren, so daß in Zukunft alle Dokumente sowohl Ihre als auch unsere Teilenummer aufweisen.

### Transportschäden

1. Die Sendung sollte bei Anlieferung in Gegenwart des Fahrers auf Vollständigkeit/Beschädigung geprüft werden. Nach Empfangsbestätigung durch Ihre Unterschrift kann, im Schadensfalle, kein Ersatzanspruch geltend gemacht werden. Der Vermerk 'ungeprüft' im Frachtbrief wird vom Spediteur nicht anerkannt und gilt als Akzeptanz, daß die Ware vollständig und in einwandfreiem Zustand abgeliefert wurde.
2. Bei Schadensfällen unterrichten Sie bitte den Jonesco-Kundendienst. Dieser wird die beauftragte Spedition verständigen und Sie entsprechend informieren.

### Falschbestellung

1. Unterrichten Sie unsere Verkaufs-/Qualitätsabteilung. Diese prüft ob eine Rücksendung vertretbar bzw. akzeptabel ist.
2. Sie erhalten eine Rücksende-Nummer. Wir werden Sie unterrichten ob wir die Ware selbst abholen oder ob Sie eine Spedition beauftragen sollen. Anfallende Frachtkosten werden, da die Ware ordnungsgemäß geliefert wurde, von uns nicht anerkannt.

Einwandfreie Ware muß in verkäuflichem Zustand, d.h. komplett in Originalverpackung und mit Kontrollaufkleber versehen, zurückgesandt werden. Sonderanfertigungen - z.B. farbige Ware, speziell gefertigte Stahlkotflügel - werden nicht zurückgenommen.

### Garantie

Im allgemeinen haben unsere Produkte keine beweglichen Teile. Ihre Standzeit wird durch 'üblichen Verschleiß/Mißbrauch' beeinträchtigt.

Die Kotflügel einer Zugmaschine können z. B. beim Aufkuppeln des Aufliegers, durch Reifenplatzer, Steinschlag sowie viele andere Ereignisse, die von uns nicht beeinflusst werden können, beschädigt werden.

Um ggf. Qualitäts-/Montageproblemen vorzubeugen sind wir jederzeit bereit, Ihnen bei allen evtl. Schwierigkeiten mit unseren Produkten behilflich zu sein.

## WICHTIGE PUNKTE

Warenrücksendung kann nur nach Erhalt einer Rücksende-Nummer erfolgen.

Für Waren ohne Rücksende-Nummer kann die Annahme verweigert werden.

Die Ware muß ordnungsgemäß verpackt sein, um Schäden zu vermeiden, damit Ihre Forderungen nicht hinfällig werden.

Die Rücksende-Nummer ist nur 14 Tage gültig.

Falls möglich, werden wir die Ware selbst abholen; Frachtkosten werden nur dann erstattet, wenn Beanstandungen von uns anerkannt werden.

Um Schäden bzw. Rücksendungen zu vermeiden, behält sich unser Qualitäts-/Verkaufspersonal vor, Sie vor Ort in die korrekte Lagerung/Handhabung unserer Produkte einzuweisen.

Da die Frachtkosten ohne weiteres den Warenwert übertreffen können, sollten Exportkunden im Einverständnis mit Ihrem jeweiligen Jonesco-Ansprechpartner handeln. Für den individuellen Bedarfsfall kann dann eine angemessene Lösung gefunden werden.

## 1. Polyethylene

Polyethylene is the chosen material for mudguard and box production due to its good impact strength, UV stability, good surface finishes, processability and affordable cost.

The types of chemicals that are compatible with polyethylene are well documented over the years through testing and experience. It is impossible to list all the chemicals that do not harm the structure/performance of Polyethylene but it is clear that polyethylene is a stable and generally inert material.

Rotec chemicals Ltd advise that **diesel and kerosene** can both be absorbed by polyethylene at room temperature but the effect is plasticisation and results in a stronger mudguard!

In ideal conditions **UV resistance** of rotomoulding grades is excellent and a service life of 10-15 years can be expected from natural or coloured products with 20-30 years on fully compounded black products.

The polyethylene is **fully recyclable**. It does not degrade to make voids in landfill, and does not emit dangerous degradation gases or contribute to groundwater pollution. With recycling, clean waste can be used for many less demanding applications. Alternatively, with properly controlled and efficient incineration, preferably linked to heat and other energy recovery systems, its high calorific value will assist the combustion of municipal

## 1. Polyéthylène

Le polyéthylène est notre matériau de prédilection pour les garde-boue et les coffres, du fait de son excellente résistance au choc, de sa stabilité aux UV, de la qualité de ses états de surface, des possibilités de traitement et de son coût modéré.

Les différents produits chimiques compatibles avec le polyéthylène ont été très bien documentés au fil du temps par des tests et par la pratique. Il n'est pas possible de répertorier tous les produits chimiques ne portant pas atteinte à la performance ou à la structure du polyéthylène, mais celui-ci est un matériau stable et généralement inerte.

Rotec Chemicals Ltd indique que le gasoil et le kérosène peuvent tous deux être absorbés par le polyéthylène, à température ambiante. Toutefois, l'effet produit est la plastification, ce qui donne un garde-boue encore plus résistant.

Dans des conditions parfaites, la résistance aux UV du polyéthylène utilisé en rotomoulage est excellente. On peut escompter une durée de service de 10 à 15 ans pour les articles naturels ou teintés – les produits totalement composés de noir atteignant 20 à 30 ans.

Le polyéthylène est entièrement recyclable. Il ne se dégrade pas en créant des poches de vide dans les décharges, n'émet pas de gaz nocifs en se dégradant et ne contribue pas non plus à la pollution des nappes phréatiques.

Lors du recyclage, les déchets propres peuvent être utilisés pour des applications moins exigeantes.

Alternativement et associés à une incinération efficace et parfaitement contrôlée (liée de préférence à des systèmes thermiques ou à d'autres dispositifs de récupération d'énergie), sa forte valeur calorifique facilitera la combustion des déchets solides publics.

## 1. Polyäthylen

Aufgrund der guten Stoß- und Schlagfestigkeit, UV-Stabilität, Oberflächengüte, Verarbeitungsmöglichkeit sowie der günstigen Materialkosten ist Polyäthylen der bevorzugte Werkstoff für die Kotflügel- bzw. Werkzeugkastenproduktion.

Die Chemikalienbeständigkeit von Polyäthylen wurde im Laufe der Jahre durch Tests und Erfahrungswerte hinreichend dokumentiert. Es ist jedoch unmöglich, hier alle Chemikalien aufzulisten, die seine Struktur/Eigenschaften beeinträchtigen könnten. Polyäthylen ist in der Regel ein stabiler, neutraler Werkstoff.

Laut Angaben der Rotec Chemicals Ltd. kann Polyäthylen Diesel und Kerosin bei Raumtemperatur absorbieren. Resultat ist ein plastizierter, stabilerer Kotflügel!

Rotationsgesintertes Polyäthylen zeichnet sich durch hervorragende UV-Beständigkeit aus. Die Standzeit für reines/farbiges Material beträgt im Idealfall 10-15 Jahre (20-30 Jahre für schwarz eingefärbtes Material).

Polyäthylen ist vollständig recycelbar. Es verursacht keine Absenkungen in Deponien, ist schadgasfrei, belastet nicht das Grundwasser und kann für eine Vielzahl weniger anspruchsvoller Einsatzbereiche wiederaufbereitet werden.

Alternativ dient sein hoher Heizwert bei kontrollierter, sachgemäßer Verbrennung, idealerweise kombiniert mit Wärme- und anderen Energiegewinnungssystemen, der Entsorgung kommunalen Hausmülls.

Wir garantieren nicht, daß unsere Produkte für den Lebensmittelgebrauch geeignet sind. Jedoch wird Polyäthylen weitgehend in der Lebensmittelindustrie eingesetzt; entsprechende Gütegrade sind auf Anfrage erhältlich. Unsere Werkzeugkästen eignen sich für den gelegentlichen Transport von Nahrungsmitteln, insbesondere, da diese durch ihre eigene Verpackung weitgehend geschützt sind. Verglichen mit Spritzfuß-

solid waste. We do not guarantee our products are suitable for **food use** but polyethylene is used extensively in the food industry and grades suitable for food storage can be obtained. For casual storage of food in our tool boxes, a common place for the lunchbox, our boxes are suitable especially as the food would be protected by its own immediate packing. Our boxes do not suffer the odour problems associated with polyurethane injection moulded boxes. A copy of the "Statement on compliance to food contact regulations" for ME8168 polyethylene is available upon request.

## 2. Use with petrol tankers

In the UK it is customary NOT to fit plastic wings to petrol tankers as they are likely to contain a tyre fire for less time than Steel or fibreglass wing. We therefore do not recommend plastic mudguards on these vehicles.



**ISO 9001:2008**

Nous ne garantissons pas que nos produits conviennent à l'usage alimentaire. Le polyéthylène est en revanche très largement utilisé dans l'industrie agroalimentaire et des qualités adaptées au stockage des aliments peuvent être obtenues. A des fins de stockage ponctuel de produits alimentaires dans nos coffres à outils – endroit où l'on place communément le panier-repas – ceux-ci conviennent particulièrement bien puisque la nourriture y serait protégée par son propre emballage direct. Nos coffres ne présentent pas les problèmes d'odeurs qu'ont les coffres en polyuréthane moulés par injection. Pour le polyéthylène ME8168, un exemplaire de la «déclaration de conformité avec les réglementations régissant le contact alimentaire» est disponible sur demande.

## 2. Utilisation avec les camions-citernes transportant de l'essence

Au Royaume-Uni, il est d'usage de ne PAS installer des garde-boue en plastique sur les camions-citernes transportant de l'essence étant donné qu'ils résistent moins longtemps à un incendie de pneumatique qu'une aile en acier ou en fibres de verre. Nous déconseillons les garde-boue en plastique sur de tels véhicules.



**ISO 9001:2008**

Werkzeugkästen aus Polyurethan sind unsere Kästen geruchsneutral. Eine Abschrift der Übereinstimmung von ME8168-Polyäthylen mit den jeweiligen nationalen Lebensmittelverordnungen ist auf Anfrage erhältlich.

## 2. Kraftstoff-Tankwagen

In Großbritannien werden obige Tankwagen NICHT mit Kunststoffkotflügeln ausgerüstet, da sie im Falle eines Reifenbrandes weniger Widerstand leisten als Stahl- oder Glasfaserkotflügel. Wir empfehlen daher, Kraftstoff-Tankwagen nicht mit Kunststoffkotflügeln auszustatten.



**ISO 9001:2008**

# CONDITIONS OF SALE AND DELIVERY

## 1. GENERAL

These conditions shall be deemed to be incorporated as conditions in any order or contract accepted by us. No agent or stockist or other third party and no employee of ours other than a director of the company selling our goods is authorised to transact any business which gives any warranty, make any representation or incurs any liability on our behalf. We reserve the right to alter our product designs or construction details without notice. When these conditions or any other conditions which any other party may seek to incorporate into any contract conflict, these conditions shall prevail. Any notice required to be served pursuant to these conditions shall be served as follows:

- a. To the Seller - To Jonesco (Preston) Ltd. Pittman Way, Fulwood. Preston. Lancashire. United Kingdom. PR2 9ZD.
- b. To the Purchaser - to such address as the purchaser may notify to the Seller or in default of notification to the address from which the goods and/or services are or were ordered or if the Purchaser is a company, at the option of the Seller to the Purchaser'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.

## 2. TERMS OF PAYMENT

- (i) United Kingdom and Eire: Payment by last working day of the month following date of invoice. Pending the opening of a credit account all goods must be paid for in advance.
- (ii) 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.
- (iii) We reserve the right to charge interest at the rate of 2% per month on extended terms of payment and overdue accounts.
- (iv) All costs incurred during the recovery of an outstanding debt shall be met by the customer.
- (v) When the account of a customer becomes overdue, the company may withhold or suspend performance of any contractual obligation to such customer.

## 3. TITLE

a. Property in the goods shall remain with Jonesco until the customer has paid to Jonesco 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 undertakes that in the event that he 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 you 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. The customer:

- (i) Irrevocably grant to 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 Jonesco's 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 Jonesco's servants or agents for the purpose of Jonesco's identifying and taking possession of goods the property of Jonesco.

d. Subject always to and without prejudice to (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 following events:

- (i) A receiver or administrative receiver is appointed in respect of you or over all or part of your assets or undertaking;
- (ii) You announce that you have ceased or intend to cease to trade;
- (iii) You suspend payment of your debts or are unable to pay or admit or state your inability to pay your debts as they fall due;
- (iv) 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);
- (v) You convene, call or hold a meeting of your creditors or make any arrangement, voluntary arrangement or composition with your creditors;
- (vi) 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;
- (vii) A petition is presented for your winding-up or administration;
- (viii) 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;
- (ix) You are dissolved;
- (x) You suffer the levy or enforcement of any execution, distress, sequestration, detention or other process on any property or premises.

e. In the event that you sell the goods to a purchaser or purchasers in accordance with (d) above the customer 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.

f. The customer undertakes that in the event that you sell any goods supplied by Jonesco the customer 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

- (i) All prices are subject to alteration without notice. If during the currency of any contract there is any 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. All prices

are subject to the addition of VAT when appropriate.

- (ii) 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 decided by us and all goods will be sent carriage paid except in the case of:

- (i) Any daily consignment below a nett value of £400
- (ii) Special Orders placed with Jonesco, for which any carriage charges incurred by Jonesco will be charged to the customer in full.
- (iii) Goods despatched on customers instructions by means more expensive than our chosen method.

b. UK non-mainland and Eire: carriage charges will be advised prior to Jonesco's acceptance of the customer's order.

c. Where practical, and under our discretion, we will deliver goods on our own vehicle. Deliveries will be free of charge and without a carriage paid limit if part of a planned delivery run and above the company minimum value in force at the time.

## 6. PACKING

- a. United Kingdom: any stillages or custom packaging remain the property of Jonesco 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

7.1 Risk in the goods will pass to the customer upon:

- a. 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
- b. Delivery f.o.b. UK Port in respect of any sale to an overseas based customer (unless otherwise agreed between the parties in writing)

7.2 The customer must inform us within three (3) days of the date of passage of risk pursuant to clause 8.1 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

All goods correctly supplied in accordance with customer's order but which are subsequently returned will only be credited provided that:

- (i) Our written agreement 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.

(v) Good supplied correct to customer specification on Special Orders placed with Jonesco are not accepted for return.

## 9. DESCRIPTION

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 of any such unfit, or any damage relating there from. Photographs, illustrations, advertising matter and technical brochures generally represent the goods offered but are not binding in detail. We reserve the absolute right to make detailed alterations to the materials and

specifications. 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:

- a. No delay of delivery can be taken as agreed unless the customer has received our written consent.
- b. Delay of any delivery beyond two months from the date originally agreed will not be accepted.
- c. At least 14 days notice must be given of any intention to delay deliveries.
- d. 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.
- e. Each delivery shall constitute a separate transaction.
- f. Quantities delivered in each time period in the schedule will be subject to a tolerance agreed in advance between the company and the customer.

## 11. DELIVERY QUOTATION

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. Should we be delayed in or prevented from delivering the whole or any part of the goods ordered by reason of any strike, lock-out, stoppage of work, epidemics, riot, war, civil commotion, defective materials, shortage of supplies or by reason of any other cause whatsoever beyond our control, the date of delivery

## CONDITIONS OF SALE AND DELIVERY

shall be extended until the operation of the cause or causes preventing delivery has ceased. Whilst every effort will be made to estimate quoted delivery dates accurately they are not to be construed as forming part of the terms of the contract. The customer shall not be entitled to refuse to accept goods because of delay, howsoever caused, and we shall not incur liability for failure to despatch or deliver such goods in due time. 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 AND LIABILITY

12.1 Subject to the conditions set out below we warrant that the goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the

date of their initial issue or delivery, whichever is the first to expire.

12.2 The above warranty is given subject to the following conditions:-

- a. 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 buyer.
- b. 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) misuse or alteration or repair of the goods without our approval;
- c. 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;
- d. The above warranty does not extend to parts, materials or equipment not manufactured by us in respect of which you the buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us;

12.3 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 are excluded to the fullest extent permitted by law.

12.4 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions) Restrictions on Statements (Order 1976) the statutory rights of you the buyer are not affected by these conditions;

12.5 Any claim by you as buyer which is based on any defect in the quality or condition of the goods or their failure to correspond with specifications shall (whether or not delivery is refused by you) be notified to us 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 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;

12.6 Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to us in accordance with these conditions, we shall be entitled to replace the goods (or the part in question) free of charge or, at our sole discretion, refund to you the price of the goods (or a proportion as part of the price), but we shall have no further liability to you;

12.7 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you as buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of us, our employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by you, and the entire liability of us under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these conditions;

12.8 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform, any of our obligations in relation to the goods, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond our reasonable control; an act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bylaws, prohibitions, or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of us or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

### 13. INTERPRETATION

This contract is governed in all respect by English Law and the customer submits to the jurisdiction of the English Courts.

### 14. CONSTRUCTION

If any of the provisions of this Agreement are held to be invalid for any reason then this Agreement shall be read as if the invalid provisions had to that extent been deleted and the validity of the remaining provisions of this Agreement shall not be affected thereby.

### 15. 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.

### 16. VARIANCES TO STANDARD CONDITIONS OF SALE

Jonesco 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 products purchased following such notification.

### 17. JONESCO CATALOGUE v18

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