

1. Formation of Contract

- a) Where a quotation has been prepared the equipment offered is based upon our interpretation of the information given and, to the best of our knowledge, is in accordance with the customer requirements. Jenex reserve the right to amend/ issue a revised offer upon receipt of additional information or changes in process conditions. It is the buyer's responsibility to review any offer presented and ensure that all the requirements of, and any differences from, the supplied product specification are known and understood prior to the purchase of any equipment.
- b) Any typographical or clerical errors in the Seller's quotation may be corrected at any time by the Seller.
- c) All orders are accepted subject to the Seller's Conditions of Sale. No items or conditions put forward by the Purchaser and no representations, warranties, guarantees or other statements not contained in the Seller's quotation or acknowledgement of order shall be binding on the Seller.

2. Validity

- a) All quotations presented are valid for the period stated on the quote, all expired validity periods will be subject to revalidation.

3. Prices

- a) All quoted prices are fixed through the offered validity period and held firm through to completion of contract.
- b) All prices quoted are based on total number of items offered within the quotation, if the final order quantity varies the Seller reserves the right to re-price/re-quote accordingly.
- c) Prices quoted do not include any special packing for long term storage or export unless otherwise stated.
- d) Prices quoted are based upon the original manufacturer's standard commercial quality and, unless otherwise stated or specified, do not include any special testing, coating, customer witness charges (3rd party or otherwise). Any special requests must be made prior to any order placement and will be assessed for additional charges where applicable and advised prior to order acceptance.
- e) Any form of documentation is excluded from the offer unless otherwise specified. Any documentary requirements must be made clear at the point of enquiry, and prior to receipt or acceptance of any purchase order.

4. Terms of Payment

- a) The Seller's terms of payment are strictly 30 days from date of invoice unless, by prior arrangement, extended terms have been agreed.
- b) Any orders placed by non-account holders will be subject to Seller's company policy, wherein payment terms will be in full, prior to order processing.
- c) The Seller reserves the right to charge interest on all overdue accounts at the rate of 3% per month or part thereof.
- d) Where applicable, Purchasers will be responsible for their own bank charges. The Seller reserves the right to submit a supplementary invoice to the Purchaser to recover any/all bank charges that have been forwarded to the Seller's account.

5. Delivery

- a) The delivery period quoted is based upon the manufacturer's best estimate at the time of quoting, but is subject to current orders, stock levels, 3rd party vendor supply chain and transit delays.
- b) The delivery period begins from the time of receipt of purchase order, and subject to reasonable time to review and accept.
- c) Time is of the Essence is not acceptable. Liquidated damages shall not apply.
- d) Force majeure: The Seller shall have the right to cancel or delay deliveries or reduce the quantity delivered without liability to the extent that the Seller is prevented from or delayed or hindered in manufacturing the goods or supplying them (by normal routes or means of delivery) through any circumstances which are beyond the Seller's reasonable control or influence or which the Seller could not reasonably have been expected to control or prevent.
- e) Every effort will be made to meet quoted delivery, but no liability can or will be accepted.
- f) Non-delivery and/or damages must be notified, in writing, within one week of due date or receipt of goods.
- g) The Seller shall not be liable for any loss from an unpacked consignment.



Standard Terms & Conditions

6. Minimum Order Charge

- a) The Seller operates a minimum order policy of £200.00 (\$250.00 / €250.00) against any purchase order placed or received and acceptance is at the discretion of the Seller.

7. Warranty

- a) All goods supplied by the Seller are subject to the original equipment manufacturers Warranty.
- b) Any defects in material(s) or performance must be notified to Seller in writing as soon as can be reasonably expected. Any replacement and/or repair will be subject to said Warranty and at the discretion of the original equipment manufacturer.
- c) Consequential loss shall not apply. The Seller accepts no responsibility for any direct, indirect or consequential liabilities of any description. All items purchased are at the purchaser's risk, see note (1).

8. Cancellation

- a) In the event of partial or full cancellation of a purchase order, at any time during the contract period, the Sellers standard cancellation charges will apply. Notification of which is available upon request.

9. Governing Law and Jurisdiction

- a) The contract shall be governed and construed in accordance with the Laws of England and the Purchaser submits to the jurisdiction of the English courts.