

Jenton International Ltd - Terms & Conditions

Price / Validity:

All prices exclude VAT and delivery. Quotations are valid for 30 days. Prices quoted are in Sterling or are a Sterling conversion of the price in the domestic currency of Jenton's supplier at the time of quotation and Jenton may amend the price to take account of any changes in exchange rate up to the date that the order is placed and downpayment received. Price is valid only if conditions of quotation are accepted by Purchaser. Price does not include any VAT and/or duty that may be applicable.

Delivery:

Delivery will be made at Jenton's premises if Goods are collected by Purchaser, their agent or carrier. Delivery will otherwise be made when Goods are signed for by the Purchaser or their representative at the place nominated by the Purchaser for delivery. If Goods are made available for delivery by Jenton and are not collected by the Purchaser or their agent or carrier and no place is nominated for delivery, delivery shall be deemed to have taken place one week after availability of Goods is notified to Purchaser.

Installation:

Installation is normally carried out by the customer but if help is required, service engineer assistance is available. This is chargeable at the standard hourly rate plus any reasonable hotel, travelling and living expenses. Purchaser shall ensure that their operators and engineers are available at the time of installation and fully trained to operate and use any equipment supplied by Jenton. Training can be provided by Jenton and this is chargeable at the standard hourly rate plus any reasonable hotel, travelling and living expenses.

Guarantee:

The Goods covered by the quotation are guaranteed both as regards the soundness of the Goods supplied and the quality of the materials used, in such a way that any faults in the Goods supplied being proved by the purchaser to have occurred within 12 months after delivery, based on single shift operation [pro rata otherwise], provided that they are as a direct consequence of a fault in the design of the Goods or due to poor workmanship or inferior material, will be repaired by Jenton or its supplier free of charge.

All wearing or consumable parts with rated lifetime of less than 18 months, e.g. all UV lamps, Teflon covers etc., are excluded from this warranty and may be subject to a different and individually specified warranty based on usage.

Jenton or its supplier may, at their discretion, choose to replace equipment rather than repair it. This guarantee covers the cost of parts and labour used in such repair/replacement only. Travel and subsistence expenses are excluded. In the case of equipment not permanently installed at a purchaser's premises, such Goods should be returned to the supplier for repair, carriage paid.

The Purchaser must rely on their own testing of Goods and in no circumstances will Jenton be deemed to have represented that Goods are fit for any particular purpose, other than any purpose set out in Jenton's or the Manufacturer's literature.

Title:

It is a term of the quotation and a condition of any order made or placed in pursuance of the quotation, that all equipment covered by any such order shall remain the property of and in the ownership of Jenton and title shall not pass to the Purchaser until all invoices relating to all equipment covered by such order have been paid or settled in full.

The Purchaser agrees to grant Jenton an irrevocable licence to enter upon any of the premises for the purpose of inspecting or repossessing the Goods in the event that due invoices are not paid. The Purchaser will not deliver, sell, mortgage or charge the Goods to any third party until Jenton's invoice(s) are paid in full.

Limitation of Liability:

Jenton will not be liable to the Purchaser as a result of any representation (unless fraudulent) or any warranty (express or implied) condition or other term, or any duty at common law in respect of or resulting from any loss of



Founder Member

Directors: R.A.R. Little BSc (Hons), R. P. Sion BEng (Hons) PhD, A.C. Little BSc (Hons) PhD

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profit, business, contracts, opportunity, goodwill, revenue, anticipated savings, expenses and/or any indirect, special or consequential loss or damage (whether for loss of profit or otherwise).

Except as provided for in statutory law, any other liability to the Purchaser in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the purchase of the Goods covered by the quotation, is limited to the price of the Goods received by Jenton from the Purchaser on the specific order relating to the Goods.

Force Majeure:

Jenton is not liable to the Purchaser for any failure in performance or delay of delivery of the Goods in the quotation which is beyond its reasonable control.

Design rights:

The Purchaser acknowledges that the rights to all Jenton designs, whether registered or unregistered belong to Jenton and Purchaser agrees not to copy in any way any item designed or manufactured by Jenton. Purchaser acknowledges that any such copying will result in financial costs and losses to Jenton, for which Jenton may claim reasonable financial compensation from Purchaser.

Terms:

The terms of the quotation are to prevail over any terms and conditions contained in or referred to in the Purchasers purchase order(s). It is understood that the Purchaser notes this condition and will not raise any order on Jenton unless the Purchaser accepts this condition.