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Conditions of sale and supply

1) Definition

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the Terms of any applicable specification document;
- 1.1 "Customer" means the organization or person who purchases goods and services from the supplier;
- 1.2 "Intellectual property rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms or intellectual property wherever in the world enforceable;
- 1.3 "Specification document" means a statement of work, quotation or other similar document describing the goods and services to be supplied by the supplier;
- 1.4 "Supplier" Means **JAKPAK Wrapping Machinery**
- 1.5 "The Consumer" Means the person, company or corporation with whom the supplier contracts

1) General

- 2.1 These Terms and conditions shall apply to all contracts
- 2.2 Any advice or recommendations given by the "seller" or its employees regarding the storage, transport, application or use of goods which is not confirmed via writing it to be followed up entirely at the "buyers" risk. To coincide with this the "Seller" will not be liable for any such advice or recommendation which is not confirmed.
- 2.3 These Conditions of Sale and Supply shall apply to and govern any contract between seller and the buyer to the exclusion of any other conditions whether oral or in writing or contained on or in any letter order form receipt or other document emanating from the buyer or otherwise proposed by the buyer and no variation of these conditions of sales and supply shall be effective unless expressly agreed by the seller in writing. By ordering goods or services or both from the seller the buyer shall be deemed to have accepted these conditions of sales and supply. Any quotation given by the seller shall hold validity for 14 days from the date indicated, unless otherwise stated.

2) Price

- 3.1 In the event of fluctuation with pricing from agreement date to shipping date, quotations given in writing will hold 14 days' validity (U.K). International quotations may fluctuate down to the shipping date dependent on currency changes and political impacts on sale.
- 3.2 Unless stated in the contract the supplied goods and pricing will be (Ex Works.)
- 3.3 The price of goods and service for the mean time will not include any (Value Added Tax) Added after NET cost.

3.4 If the buyer requests any modifications to machinery, goods or services after invoice is produced, changes to the invoice may be made in order for the buyer to produce funds for the modifications, these additions must be produced in writing by the buyer and agree with the seller.

3.5 No order which has been accepted by the seller may be cancelled by the buyer except with the agreement in writing of the seller and on term that the buyer shall indemnify the seller in full against all loss. (including loss of profit), Costs (all costs including materials and labour used), damages, charges and expenses incurred by the seller as a result of cancellations.

3.6 Any form of deposits put forward by the buyer before completion of machinery or importation of goods may not be refunded.

4) Delivery

4.1 Delivery of the goods shall be made to the buyer at the place specified in the seller's acknowledgement of the orders or as otherwise agreed between the seller and buyer

4.2 Delivery is dependent on fluctuation of demand. The buyer will be given an expected delivery date, the seller will then update the buyer on any factors that may have altered the delivery date. The seller shall not be responsible for any delay in delivery or any loss or damage whatsoever suffered by the Buyer as a result any delay in delivery.

4.3 If contract negotiations include delivery within instalment any form of failure to comply with (4.2) shall not entitle the buyer to treat the contract as at an end and or to reject any other instalment under the same contract.

4.4 The buyer shall be bound to accept delivery of the goods and or the provision of services ordered but if the buyer shall fail to collect or accept delivery of the goods or accept the service the seller shall be entitled (without prejudice to any other remedy which may be available to it) to be paid at the Contract rate of service already carried out or for goods supplied or ordered or to resell the goods and apply the proceeds towards payment of all sums due to the seller under the contract and in either case to charge at the rates giving an economic return for the handling storage and insurance of such goods from the invoice date to the eventual date of delivery to the buyer or od resale as aforesaid.

4.5 If the seller fails to deliver the goods for any reason other than any cause beyond the sellers reasonable control or the buyers fault, and the seller is accordingly liable to the buyer, the sellers liability shall be limited to the excess (if any) of the cost to the buyer (in the cheapest available market) or similar goods to replace those not delivered over the price of the goods.

5) Loss or Damage in transit

5.1 Where damage to or loss of the goods occurs during delivery or transport thereof to the buyer the seller (subject as hereinafter provided) may replace or at its discretion repair or produce the repair of any goods so lost or damaged without charge to the buyer and in such event the time of the delivery may be extended for such period as the seller shall reasonably require for such replacement or repair. The foregoing obligation of the seller is conditional upon:

5.2 The buyer given such written notice of such loss or damage with particulars thereof the seller within 7 days of the receipt of the goods or in the case of total loss within 21 days of the receipt by the buyer of the sellers or the carriers note or other advice of dispatch or within 21 days of the date of the invoice issued by the seller whichever shall be the earlier option.

5.3 The buyer immediately returning at the buyer's expense and damaged goods for inspection by the seller.

5.4 As mentioned machinery and goods are sold as "Ex Works" the buyer is responsible for shipping and any damages or loss within transport are void. The seller will help as much as possible but this will be at an extra cost.

5.5 If the seller ships the goods they hold full responsibility for damages and losses this will be arranged in writing.

6) Risk

6.1 The risk in all goods to be supplied by the seller shall pass to the Buyer at the time of delivery to the Buyers provided that if the buyer requests and the seller agrees that delivery be postponed the risk shall pass at the time when the goods would have been delivered under the contract but for the postponement.

7) Title

7.1 Until the seller has been paid in full for all goods and or services comprised in this or any other Contract between seller and the buyer

7.2 The title to and property in the goods shall remain vested in the seller notwithstanding that the goods shall have been delivered and that the risk in the goods shall have passed to the buyer.

7.3 The buyer shall store the goods of the seller in a proper manner and will ensure that they remain clearly identifiable as the property of the seller

7.4 The buyers right to possession of the goods shall cease if he/she has not paid for the goods in full by the expiry of any credit period allowed by this contract or parts with possession. Any machinery on rental that is not paid for or outstanding payments build up give the permission to the seller to reposes their rightful property.

8) Site Preparation

8.1 The buyer at its own expense prior to the delivery of the goods to the buyer's premises will ensure that the site is ready to receive the goods that all facilities recommended by the seller have been provided at the buyer's expense.

8.2 The buyer will ensure that electrical and pneumatic supplies as recommended by the seller have been connected and that such supplies are adjacent to the site of the machinery and that the sellers competent engineer can connect such supplies with ease and that the electrical supplies are of the power rating recommended by the buyer and that also the pneumatic air supply is clean and dry and of the recommended pressure and is supplies by an appliance capable of delivering the correct volume of supply.

9) Payment

9.1 Payment for the goods and or services shall be made at the times and in the manner states in the contract

9.2 The time or times stipulated for payment shall be of the essence of the contract and without prejudice to any other remedy available to the seller any default in payment shall entitle the seller to suspend work on or delivery of the goods or execution of the service pending due payment and the seller shall be entitled to charge interest at the rate of 25% per annum being in force.

9.3 Should any payment due be outstanding to the seller the seller reserves the right to withdraw any guarantee or warranty conditions that may have been offered.

10) Warranty

10.1 12-month warranty is only offered on "brand new machinery" this may not be supplied by the seller.

10.2 6 Month warranty for any machinery that has been "fully refurbished"

10.3 No warranty to be issued for any "used machinery" unless stated in writing by seller

10.4 Normal wear and tear faults are not covered by this warranty

10.5 The equipment has been installed in accordance with the instructions issued by the seller. (if this is not the case call out costs will be charged)

10.6 The equipment is operated and maintained according to the sellers and/or manufacturer's instructions

10.7 The cost of labour and expenses of engineers is expressly excluded from this warranty and will be charged to the buyer.

10.8 On attendance to a report fault should the fault in the engineer's opinion be due to:

10.8.1 The failure or incompetence of an operator

10.8.2 the use of incorrect, or unsuitable packaging materials

10.8.3 an attempt to use the machinery to package or produce unsuitable or inadequate articles.

10.8.4 the failure or interruption of the buyers electrical or pneumatic supplies

10.8.5 the failure of the buyer to replace consumable and replaceable items on the machinery then the seller reserves the right to charge in full for the time travelled, the time on site and the accommodation expenses of the service engineer(s)

11) Ownership and Copyright

11.1 All Drawings and Specifications provided by the Seller remain the property of the Seller.

11.2 The Buyer acknowledges that the copyright and all other intellectual property rights in the Drawings and Specifications are owned by the Seller.

12) Use of Drawings and Specifications

12.1 The Drawings and Specifications are provided for the Buyer's internal use only and must not be copied, reproduced, or disclosed to any third party without the prior written consent of the Seller.

12.2 The Buyer is permitted to use the Drawings and Specifications solely for the purpose of the project for which they were provided.

13) Drawing and Specification

13.1 The descriptions and illustrations of goods contained in the seller's catalogues price lists quotations and other advertisement matters and sales literature are intended merely to present a general idea of such goods and none of these shall either form a part of any contract between the seller and the buyer or be regarded as a representation of fact.

13.2 The seller or the supplier as the case may be shall retain the property and copyright in all drawings specifications and other documented technical information supplied by the seller in connection with the quotation or the contract and the buyer will

not use or reproduce or disclose the same to any third party without the prior consent in writing of the seller or the supplier and shall return the same to the seller on demand.

13.3 Delivery of any repaired or replacement goods will be at the seller's premises or at the delivery point states in the original agreement.

13.4 If the seller is liable in accordance with the terms of this contract for some or parts of the goods the contract will remain in full force in relation to the other or other parts of the goods and no set of the other counterclaim will be made by the buyer against or in respect of such other parts of the goods.

13.5 No claim may be made by the buyer for any defect arising from any design or specification provided or made by the buyer or if any adjustments alterations adaptations or other work had been done to the goods by any persons other than the seller

13.6 The buyer is recommended to obtain insurance cover in respect of any additional losses it may sustain

14) Performance

14.1 Without prejudice to the provisions of the contract any figures given for the performance whether orally or in writing and estimates only and the seller will accept no liability for failure of goods supplied to meet such figures unless such figures are warranted under an express written provision of the contract which also provides for allowances to be made for specified tolerances. Where the seller shall warrant such figures and any dispute arises the regard to the performance of the goods in that respect the seller will carry out such tests as are necessary to prove such performance and in the event that the performance of the goods supplied is shown to be in accordance with the warranted figures all expenses of carrying out such tests shall be borne by the buyer. Where such figures are warranted by the seller and on testing the goods fail to meet such performance figures the buyer will give the seller the sufficient time to enable the seller to produce compliance with such figures. Seller will not be liable for any loss or damage whatsoever suffered by the buyer as a result thereof.

14.2 The buyer shall supply at its own cost all products, packaging materials, service and assistance as shall be necessary for the purpose of carrying out such test.

14.3 Deposit payments are non-refundable in any case.

14) Lien

14.1 Without prejudice to any of its other rights and remedies which the seller shall have against the Buyer under the contract the seller shall in respect of all unpaid debts due from the buyer have a general lien on all goods and property belonging to the buyer in its possession and shall be entitled if any part of such debts shall remain unpaid at the expiration of 7 days' notice after any form of contact from the seller to the buyer. The seller has permission within its own right to dispose or repossess equipment until outstanding debts are paid.

15) Governing Law

15.1 Any contract incorporating these conditions shall be governed by English law

16) Insolvency and breach of contract

16.1 The seller shall have the right (without prejudice to any of its other rights against the buyer) by notice in writing to the buyer forthwith to terminate any contract between seller and the buyer or to suspend delivery or provision of goods and or service if any of the following events occur

16.1 Should any sum owing by the buyer to the seller be overdue whether under the same or any other contract.

16.2 Should the buyer be in breach of any terms of the same or any other contract with the seller.

16.3 Should the buyer become unable to pay its debt or fall due or otherwise become insolvent or enter into any composition or arrangement with or for the benefit of its creditors or have a receiving order in bankruptcy made against him or if a body corporate shall go into liquidation either compulsory or in bankruptcy made against them or if a body corporate shall go into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or have a receiver appointed of the whole or any part of its assets or shall suffer and distress or execution to be levied upon any of its goods or assets shall suffer some other event comparable with the foregoing