

## **Terms and Conditions of James Eade Limited**

### **I. Definitions**

In these Conditions the following words shall have the following meanings:

- 1.1 "the Company" means James Eade Limited;
- 1.2 "Client" means the person, firm or company with whom the Contract is made by the Company;
- 1.3 "Goods" means the articles or things described in the Contract or Proposal
- 1.4 "Services" means the services described in the Contract
- 1.5 "the Contract" means the Company's quotation for the supply of Goods and/or Services and any document referred to therein, these terms and conditions, the Company's written acceptance of the Client's order and the Client 's order for the Goods and/or Services, and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

### **2. General**

These terms and conditions shall apply in all contracts for the supply of Goods and/or Services by the Company to the Client and in the case of any inconsistency with any order letter or form of contract sent by Client to the Company or any other communication between the Client and the Company of whatever date the provisions of these terms and conditions shall prevail unless expressly varied in writing and signed by a director on behalf of the Company. Any concession made or latitude allowed by the Company to Client shall not affect the rights of the Company under the Contract. If any of these conditions shall be held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.

### **3. Orders**

- 3.1 Unless verbal or telephone orders and any variations to orders are confirmed in writing by the Client to the Company the Company shall not be responsible for any errors.
- 3.2 Notwithstanding that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing by the Company.

### **4. Price and Payment**

- 4.1 The price for the Goods and Services is as specified in the Company's quotation for the supply of Goods and/or Services and will include VAT and delivery in the United Kingdom unless specified otherwise.
- 4.2 Payment of the price shall be in the manner specified in the Company's quotation for the supply of Goods and Services.
- 4.3 The Goods shall remain the property of the Company until paid for in full.
- 4.4 Without prejudice to any other rights it may have the Company is entitled to charge interest at 10 % above the then current base rate of Barclays Bank plc on overdue payments for Goods and/or Services supplied.
- 4.5 The Client will insure the equipment and items supplied and accept responsibility for any and all replacements.

## **5. Delivery**

5.1 The Company will use its reasonable endeavours to deliver Goods and/or Services by the agreed delivery date or if no date is stated within a reasonable time.

5.2 All times or dates of delivery dates are given in good faith but without any responsibility on the part of the Company and time of delivery is not of the essence.

5.3 The Client shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

5.4 The Company shall not be liable for any loss, costs or expenses caused directly or indirectly by late delivery of Goods and/or Services.

5.5 The Company shall be entitled to withhold delivery of any Goods and/or Services where any amounts payable by the Client to the Company are overdue on any account whatsoever.

5.6 From the time of delivery the Goods shall be at the risk of the Client.

5.7 The items will be supplied in finished format and the Company will not be responsible for any attempts by the Client to clean, polish or restore the item.

5.8 The Company will use Royal Mail, Special Delivery to dispatch Goods and charge back to the Client. If Courier service is required please specify and all charges will be invoiced to the Client.

## **6. Inspection**

6.1 The Client shall inspect the Goods and/or Services supplied by the Company immediately on receipt and the Company shall not be liable for defects or shortages unless the Client notifies the Company in writing within 1 day from and including the date of delivery.

6.2 Where the Client notifies the Company of any non-delivery, defect or shortage the Company's only liability shall be at its sole option as soon as reasonably practicable to repair or replace defective Goods and/or Services, make good any shortages or refund to the Client the price paid for the Goods and/or Services.

## **7. Drawings and Specifications**

The Company's drawings or other documentation supplied with the quotation for the Goods and/or Services are strictly confidential and cannot be used copied or distributed in whole or in part without permission in writing from the Company and payment of a Design Licence Fee.

All drawings and designs remain the Intellectual Property of the Company without limit in time.

## **8. Limitation of Liability**

The liability of the Company to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances exceed the price of the Goods and/or Services supplied.

## **9. Representations**

No statement description information or communication made verbally or otherwise by any agent or employee of the Company shall be construed to enlarge, vary or override in any way any of these conditions.

**10. Force Majeure**

The Company shall be entitled to delay or cancel delivery or to reduce the amount of Goods and/or Services if it is prevented hindered or delayed through any circumstances beyond its control including but not limited to strikes, lock outs, accidents, war, fire, pandemics, breakdown of plant and machinery or shortage or unavailability of materials from their normal source of supply.

**II. Proper Law**

The Contract shall in all respects be governed by English Law and the Company and the Client to submit to the exclusive jurisdiction of England.

**Issued by:**  
**James Eade Limited**  
**6 The Oast, Pullens Farm,**  
**Lamberhurst Road,**  
**Horsmonden,**  
**Kent TN12 8ED**

**T: 01892 724951**  
**info@jameseade.com**