STANDARD TERMS & CONDITIONS
Quotations & Service Delivery

1. DEFINITIONS AND INTERPRETATION

In these conditions these words have the following meaning:

the Company	JN Building Services Limited and Wemco Limited
the Contract	Any contract under which the Company sells Good and/or provides Services to the Customer.
the Customer	The individual, firm, company or other party with whom the company contracts.
Goods	The whole or any part of the goods which the Company is to supply.
Relevant Date	The date referred to in Clause 5 hereof.
Services	The whole or any part of the services which the Company to supply or carry out.
Supply	Includes (but is not limited to) any supply under a contract for sale "International Supply"
Contract	Such a contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977.

1. 2 Any reference in the Conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time

2. CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

2.1 No order in pursuance of a quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company

2.2 The contract will be subject to these Conditions. Except as provided in clause 2.3 no representative or agent of the Company has authority to agree any term or make any representation which is inconsistent with these Conditions or to enter in any contract on the basis of them

2.3 Any term or representation inconsistent with these Conditions will only bind the Company if it is in writing and signed by an authorised signatory of the Company. The words "unless otherwise agreed in writing by the Company" in these Conditions mean unless otherwise agreed in writing and signed by an authorised signatory of the Company. A list of authorised signatories is available from the Company upon request

2.4 Unless otherwise agreed in writing by the Company these Conditions will override any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations

2.5 Any illustrations, weights, measures, temperatures, capacities, descriptions or specifications contained in the Company's catalogues, samples, price lists or other advertising material are intended merely to present a general picture of the Goods and/or Services and will not form a representation or be part of the Contract unless otherwise agreed by the Company in writing

2.6 Where the Company has not acknowledged the Customer's order in writing these conditions will apply to the Contract provided the Customer has had prior notice of them

2.7 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time

3. SPECIFATION AND INFORMATION

3.1 If Goods are made or services carried out to a specification, instruction or design supplied by the Customer or any third party on the behalf of the Customer then

3. 1.1 the suitability and accuracy of that specification, instruction or design will be the Customer's responsibility and

3. 1.2 the Customer will indemnify the Company against any infringement of any patent, design, right, registered design, trademark, tradename, copyright or other intellectual property right and any loss, damage or expense it may incur because of any such infringement or alleged infringement in any country and

3. 1.3 the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising under the Consumer Protection Act 1987 by reason of the specification or design of the Goods or Services

3. 2 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements. Where the Goods are to be supplied or Services carried out to the Customer's specification the Company reserves the right to make any changes in the specification of the Goods or Services which do not materially affect the quality or performance of the Goods or Services 13. 3 The customer warrants that it will pass on to all third parties to whom it may supply the Goods all information as to the use and safe handling of the Goods which has been provided to the Customer by the Company

4. PRICES

4. 1 Unless otherwise agreed in writing by the Company the Company's quotations of the Goods Services are provisional and may be altered at any time for any reason

4. 2 Unless otherwise agreed in writing by the company, prices charged will be those current at the time of delivery of the Goods or completion of the Services, and the Company may increase its prices at any time or take account of any increase in the cost to the Company of purchasing any good or materials of manufacturing, working on or supplying the Goods and/or Services. The Company may increase its prices at any time to take account of any error or inadequacy in any specification instruction or design provided by the Customer or any modification carried out by the Company at the Customer's request

4. 3 All prices are quoted are exclusive of VAT and the customer shall pay any and all duties takes or other government payable in respect of the Goods and/or Services

5. PAYMENT

5. 1 For the purpose of these conditions the Relevant Date means the date on which either (a) the Customers takes delivery of any consignment of the Goods at the Company's premises or (b) the Company despatches any consignment of the Goods or (c) the Customer defaults in his obligations under clause 6.1 whichever shall first occur or (d) (in the case of Services) the Services or any part thereof any carried out

5. 2 Subject to such other agreement as is made between the Company and the Customer full payment will be made by the Customer not later than thirty days after the Relevant Date

5. 3 Time for payment will be of the essence of the Contract

5. 4 Without prejudice to any other rights of the Company, interest will be payable on all overdue account at 4% above HSBC Bank plc base rate from time to time. For the purpose of clauses 7.2 and 9 the full purchase price of the Goods and/or services will include any interest payable under this clause

5. 5 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders without prejudice to any other rights it may have

5. 6 The Customer will not be entitled to withhold payment of any invoice by reason of any right of set-off or any claim or dispute with the Company

5. 7 Without prejudice to any other rights it may have the Company will have the right to suspend performance if obligations if it reasonably believes that the Customer will not make payment in accordance with this clause

6. DELIVERY OR COMPLETION OF SERVICES

6. 1 Unless otherwise agreed in writing by the company

6. 1.1 The customer shall take delivery of the Goods or any instalment thereof at the Company's premises within 14 days after receiving notification from the Company that such Goods are ready and

6. 1.2 if the Company agrees to deliver Goods elsewhere the Customer shall when so required by the Company forthwith give to the Company all necessary instructions; the Company shall be entitled to add to the Contract price a reasonable charge for packaging and delivery and off-loading shall be at the Customer's risk and expense.

6. 2 If the Contract is an International Supply Contract, it will be deemed to incorporate the latest edition of "Incoterms" and any express term of the Contract the latter will prevail. The Company will be under no obligation to give the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1979

6. 3 The Company will try to deliver the Goods or complete the Services by any agreed date or within any agreed period but such dates or periods are estimates only given in good faith and the Company will not be liable for any failure to deliver or complete by such dates or within such periods. Time for delivery will not be of the essence of the Contract and will also be conditional upon receipt of final instructions for delivery being received promptly. The Goods may be delivered by the Company in advance of any agreed date upon giving reasonable notice to the Customer

6. 4 If the Company is delayed in or prevented from delivering the Goods or carrying out the Services due to war, governmental or parliamentary restrictions, strike, lock-outs, fire, floods, explosions, labour disturbances, trade disputes, damage to or destruction of the Goods, breakdown of machinery, shortages of labour or of raw materials or Act of God or due to any other cause beyond the reasonable control of the Company, the Company may cancel or suspend the Customer's order without incurring any liability for loss or damage

6. 5 The Company will try to comply with reasonable requests by the Customer for postponement of delivery but shall not be under any obligation to do so. Where delivery is postponed otherwise than due to the Company's default the Customer shall pay all costs and expenses of delay including a reasonable charge for storage and transportation

7. CANCELLATION OR DEFERMENT

7. 1 The Company may deter any delivers of Goods of performance of Services or treat the Contract as determined if the Customer fails to make any payment when it becomes due or enters into any composition or arrangement with its creditors or has a winding-up order made against it or has an administrative receiver or administrator appointed or passes a resolution for winding-up or a Court makes order to that effect or it the Customers breaches any of these Conditions

7. 2 Clause 7.1 is without prejudice to the company’s right to the full purchase price for the goods and/or services and damages for any loss suffered in consequence of the determination of the contract

7. 3 Cancellations by the customer will only be accepted at the discretion of the company. Acceptance of the cancellation will only be binding on the company if in writing and signed by the director. Any cost or expenses incurred by the company up to the date of cancellation and all loss and damage resulting from the cancellation will be paid by the customer to the company forthwith

8. DEFECTIVE GOODS OR SERVICES - LIMITATION OF LIABILLITY

8. 1 The customer will carefully examine the goods on receipt and notify the company and the carrier immediately of any damage or shortage. Within three days of receipt or (in the case of total loss) of receipt of the invoice or other notification of despatch the customer will give the company written confirmation of the damage. Loss or shortage within fourteen days of request the customer will provide authority for the Company's servants or agents to inspect any damaged goods. The company's liability, if any, will be limited to replacing or (at its options) repairing such goods. The company will have no liability for consequential loss arising out such damage, loss or shortage

8. 2 Save as otherwise provided in these conditions, the Company's with liability in respect to any defect in or failure of goods supplied or default in work done (which expression shall without prejudice to its generality include all work done in or in connection with the design, manufacture, treatment, testing, erection, installation, repair or servicing of any goods) is limited to replacing or (at its option) repairing or paying for repair or replacement of goods which are found to be defective by reason or faulty or incorrect design, workmanship, parts or materials or default in work done and carrying out again any services which it has failed to perform properly in accordance with the contract

9. 3 The Company's liability for any direct loss or damage sustained by the customer as a result of any error in any way, dimension, capacity, Performance or other description or information which has formed a representation, or is part of the Contract will not exceed the price of the goods and/or services in respect in which the description or information is incorrect

9. 4 The company will only be liable to the Customer in respect of the matters set out in clause 8.2 and 8.3 PROVIDED THAT the Customer informs the Company of the defect or default as soon as is reasonably practicable. And in any event the defect or default is notified by the company within twelve months of the delivery of the goods or completion of the services and authority is provided for the company's servants or agents to inspect the same

9. 5 Save as provided in these Conditions the Company shall have no other or further liability in respect of any direct of consequential loss or damage sustained by the Customer arising from or in connection with any such defect default or error as aforesaid

9. 6 Where the Company agrees to repair or replace Goods or carry out again any Services any time specified for delivery or performance under the Contract will be extended for such period as the Company may reasonably require

9.7 Except for the terms implied in the Contract by section 12 of the Sale of Goods act 1979 or section of the Supply of Good and Services act 1982 all conditions, warranties and other terms, express or implied, statutory or otherwise, are expressly excluded save, so far as they are contained in these conditions or otherwise expressly agreed by the Company in writing. If any legislation makes if any unlawful to exclude or purport to exclude any term from the Contract this clause will not apply to such term

9. 8 Except in respect of death or personal injury and save as hereinafter provided the Company shall not be liable to the Customer for any damage for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or in the carrying out any work (which expression shall, without prejudice to its generality include all work done in or in connection with the design manufacture, testing, erection, installation repair or serving of any Goods) or in the preparation or provision of any information or advice

9 RETENTION OF TITLE

The following provisions shall apply to all contracts (save for International Supply Contracts) relating to Goods which under the Contract the Company agrees to supply to the Customer. No termination of the Contract shall prejudice limit of extinguish the Company's rights under this paragraph

9. 1 Upon delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company the full purchase price of all Goods and Services supplied under the Contract. Until such time the Company shall be entitled to recover the Goods or any part thereof whether or not the same have become incorporated into any land) and for the purpose of exercising such rights the Company its employees and agents with appropriate transport may enter upon the Customer's premises and any other location where the Goods are situated

9. 2 The Customer is hereby granted a licence by the Company to incorporate the Goods in any other products

9. 3 The Customer is hereby licensed to sell on the Goods and any products incorporating any of them. The Customer shall immediately upon receipt of the proceeds of sale, and whether or not payment has become due under Clause 5 hereof remit to the Company the full purchase price of the Goods solid on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company

9. 4 The Customer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to it. In the event of any loss or damage occurring while the Goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount trustee and agent for the Company

9. 5 The licenses granted under sub-paragraphs 9.2 and 9.3 above shall be terminable forthwith at any time upon notice by the Company to the Customer

10 TITLE - INTERNATION SUPPLY CONTRACTS

10. 1 In the case of International Supply Contracts property in the Goods shall pass to the Customer upon delivery

11 RISK IN THE GOODS

11. 1 Except for International Supply Contracts and unless otherwise agreed in writing by the Company, the risk in the Goods will pass to the Customer on the Relevant Date or, if delivery is postponed at the Customer's request when the Goods are ready for despatch

12 INSTALLATION AND OTHER SERVICES

12. 1 If under the Contract the installation, testing or servicing of the Goods or any other goods is to be carried out by or under the supervision of the Company, the Customer warrants that it will lay all necessary foundations and make all necessary preparations to the site by such date as may be specified in the Contract or reasonably required by the Company; and the Customer further warrants that it will provide suitable access to and possession of the site by such date as may be specified in the Contract or reasonably required by the Company; and the Customer further warrants that it will provide suitable access to and possession of the site, suitable protection of the Goods from the time of delivery and all information and facilities required to enable the Company to perform its obligation

12. 2 The Company will indemnify the Customer in respect of any direct damage to property caused in the course of installation, testing, servicing or repair by the negligence of the Company or the negligence or wilful default of its servants or agents Provided That the Company's liability hereunder shall not exceed the sum of £100,000 (One Hundred Thousand Pounds) for any one event or connected series of events

12. 3 The Company reserves the right to subcontract the installation of the Goods or the performance of any other Services required under the Contract

12. 4 The Customer warrants that he will at all times provide a safe working environment for the Company's employees, agents or subcontractors and will comply with all statutory or other regulations and codes of practice in connection therewith and will indemnify the Company in respect of any loss incurred by the Company due to the Customer's breach of such warranty

16. TESTING

16. 1 If the Company agrees that any tests shall be carried out in the presence of the Customer or his representative the Company shall notify the Customer of the date on which it is or will be ready to carry out such tests and the specified by the Company for the purpose of witnessing the tests and agrees that in default of such attendance the Company may proceed with the tests in his absence and he shall be bound by the results thereof

16. 2 If the Customer wishes to test the Goods otherwise than at the Company's premises or otherwise than in the presence of the Company's employees, agents or representatives, the Customer shall first obtain written details from the Company of its recommended testing procedure for such Goods (which shall not be unreasonably withheld). The Company shall have no liability for any damage which occurs to such Goods during or as a result of such testing not being in accordance with the Company's recommended testing procedure nor from any direct or consequential damage incurred by the Customer during or as a result of such testing not being in accordance with the Company's recommended testing procedure

17. GENERAL

17. 1 These Conditions and the Contract are governed by Law and the parties agree to submit to the jurisdiction of the Courts in the event of any dispute

17. 2 The headings in these Conditions are inserted for convenience only. They are not to affect their interpretation or construction

17. 3 If any provision of these Conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected

17. 4 Failure by the Company to enforce strict compliance with these conditions by the Customer will not constitute a waiver of any or the Conditions