

## **JF HUDSON LTD - TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES**

### **1. Definitions**

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Commercial Unit</b>	a unit of Goods which cannot be divided without reducing its overall value or damaging the character of the unit.
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Parties</b>	the Buyer and Seller
<b>Party</b>	either the Buyer or the Seller
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	means JF Hudson Ltd of Ruswick Grange, Newton le Willows, Bedale, North Yorkshire. DL8 1TG

### **2. Conditions**

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.4 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence ("Commencement Date"). This includes email confirmation sent directly via JF Hudson Ltd's website for purchases made via the online store.
- 2.5 These Conditions may not be varied except by the written agreement of JF Hudson Ltd.
- 2.6 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

### **3. Price**

The Price shall be the price quoted on the Seller's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

### **4. Payment and Interest**

- 4.1 Payment of the Price and VAT shall be due within 21 days of the date of the Seller's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 5% per annum above the Natwest Bank plc base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.
- 4.5 The Seller reserves the right to charge the Buyer all costs and expenses incurred in seeking to recover any overdue amount.
- 4.6 The Seller reserves the right to retain money owed to the company by a customer from any refunds, purchases or the retaking of goods back and pay the balance owed less all costs and debts.

### **5. Goods**

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

### **6. Warranties**

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded.

Upon request, the full Warranties Policy is available and can also be found on JF Hudson Ltd's website – [www.ifhudson.co.uk](http://www.ifhudson.co.uk)

### **7. Delivery of the Goods**

- 7.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.
- 7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

### **8. Acceptance of the Goods**

- 8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

### **9. Title and risk**

- 9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 9.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

### **10. Carriage of Goods**

Carriage will be chargeable on all sales under £15.00 excluding vat. Delivery charges will vary depending on delivery location and will be agreed prior to dispatch of any items.

### **11. Liability of Goods and Services.**

- 11.1 Save for death or personal injury caused by the Sellers negligence, the Seller shall not be liable to the Buyer for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or any claims for consequential compensation whatsoever arising out of or in connection with the supply of any goods or services or their use by the Buyer.
- 11.2 The Seller shall not be liable to the Buyer for any delay or failure on its part, which is due to any cause beyond the Sellers reasonable control (which shall include industrial action, strikes, lockouts or trade disputes involving the Sellers employees, pandemic or disease or threat of disease, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority).

### **12. Returns**

*Updated 27.04.2021*

- 12.1 If the Goods are not of satisfactory quality, are unfit for purpose or are not as described by the Seller, the Seller will either refund the Buyer in exchange for the return of the Goods, repair the Goods or replace them. It is the Seller's choice as to which of these actions to take.
- 12.2 To trigger the Buyer's right to a refund, repair or replacement of the Goods under this clause:
- 12.2.1 the Buyer must notify the Seller of the problem with the Goods in writing using the contact details below within 2 days of receiving the Goods;
- 12.2.2 the Buyer must return the Goods to the Seller at the Buyer's expense; and
- 12.2.3 the Seller must be satisfied that the Goods are not of satisfactory quality, are unfit for purpose or are not as described by the Seller. The Seller will require an opportunity to examine the Goods after their return to determine this.
- 12.2.4 The Buyer will be deemed to have accepted the Goods once they have been delivered to the Seller, or had a reasonable opportunity to inspect the Goods, whether they have in fact inspected them or not.
- 12.2.5 The Buyer cannot rely on a problem with the Goods as a reason for returning them if, before agreeing to purchase them, the Buyer was expressly informed of the problem or inspected a sample of the Goods from which the problem was obvious.
- 12.2.6 The Buyer is not entitled to only reject part of the Goods if the Goods form a Commercial Unit. In these circumstances the Buyer must reject all or none of the Goods.
- 12.2.7 If the Goods are perishable, they cannot be returned after the date by which the Goods can reasonably be expected to perish.

**13. Property and intellectual property**

- 13.1 Any property or intellectual property rights in any material owned by the Seller shall belong to the Seller and the Buyer shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.
- 13.2 Any property or intellectual property rights in any material owned by the Buyer shall belong to the Buyer and the Seller shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.
- 13.3 This clause is subject to the right of the Parties to use any such material so far as is reasonably required to carry out the agreed Services.
- 13.4 The Buyer warrants that any material, whether comprising documents, data, records or any other materials, that it provides to the Seller does not infringe the intellectual property rights of any non-Party. The Buyer agrees to indemnify the Seller against any loss, damage, cost, expense or claim of any kind that may arise as a result of such an infringement.

**14. Confidentiality**

- 14.1 The Parties will use their best endeavours to keep confidential any confidential information relating to the other Party that is provided or otherwise accessed in the performance of the Services. Neither Party shall disclose any confidential information without the consent of the other Party, except to comply with an order of a court of competent jurisdiction or if required in connection with legal proceedings relating to these Terms and Conditions.
- 14.2 The Parties' obligations under this clause shall continue after the termination or completion of the Services unless or until the information concerned becomes public knowledge or is otherwise in the public domain through no fault of the Party bound to keep it confidential under this clause.

**15. Amendment and transfer of rights**

- 15.1 These Terms and Conditions can only be amended by the agreement of the Parties in writing with signatures on behalf of both.
- 15.2 The Seller is permitted to assign or transfer any rights or obligations under these Terms and Conditions or subcontract the same for performance to a third party. The Buyer is not permitted to assign or transfer any rights or obligations under these Terms and Conditions without the prior written permission of the Seller.

These Conditions shall be construed and take effect in accordance with the laws of England.