

J.S.T. (U.K.) LTD.

Terms and conditions of business

1. GENERAL

- (i) All Contracts entered into by J.S.T. (U.K.) Ltd. shall be deemed to incorporate these terms and conditions.

2. PAYMENT

- (i) Unless otherwise agreed in writing the price charged for the goods shall be the price ruling at the date of despatch.

- (ii) (a) Payment in full for all services and goods shall be made not later than the last day of the calendar month immediately following the calendar month in which the date of invoice falls.

(b) If the buyer shall fail to make payment within the period provided by sub-clause (a) the account shall bear interest at the rate of 2% above current minimum lending rate for the time being in force from the date of the initial invoice until payment and the Company may at its discretion include the interest in the invoice price for the purpose of proceedings or invoice for the same as if it were a separate obligation.

(c) Legal title in the goods shall not pass to the buyer until all monies due on the sellers account have been paid.

- (iii) In the event of the buyer failing to comply with clause 2(ii) above, J.S.T. (U.K.) Ltd. reserve the right to withhold delivery of any other goods scheduled for delivery to the buyer and to rescind the Contract insofar as it relates to undelivered goods but without prejudice to any accrued claims against the buyer.

- (iv) Complaints by the buyer as to the condition of the goods shall not be grounds for the buyer to withhold payment of any accounts due to J.S.T. (U.K.) Ltd.

- (v) Unless otherwise agreed in writing J.S.T. (U.K.) Ltd. retains title to goods until full payment has been received. If the goods have been converted into other products J.S.T. (U.K.) Ltd. retains title to such other products as if they were solely and simply the goods originally supplied. Where the buyer is in default of payment J.S.T. (U.K.) Ltd. may enter on any land or premises to repossess the goods.

3. DAMAGE OR LOSS IN TRANSIT

- (i) In case of damage or shortage the buyer must notify J.S.T. (U.K.) Ltd. Within three days of receipt of the goods. All packing materials must be retained for 28 days by the buyer for inspection by the carrier's representative.

- (ii) In the event of non-delivery of a whole consignment notice in writing must be received by J.S.T. (U.K.) Ltd. within 14 days of the date of invoice.

4. WARRANTY

- (i) The buyer shall satisfy himself as to the suitability of products purchased from J.S.T. (U.K.) Ltd. for his intended use before Contract.
- (ii) While every possible care will be taken to supply goods at the highest quality the liability of J.S.T. (U.K.) Ltd. for defects and consequential loss is limited by the manufacturer to replacement of its goods.
- (iii) J.S.T. (U.K.) Ltd. shall not be liable for any consequential loss or damage in respect of any goods sold, processed or repaired by J.S.T. (U.K.) Ltd. unless notice in writing of likely consequences shall have been given to J.S.T. (U.K.) Ltd. prior to contract and J.S.T. (U.K.) Ltd.'s liability shall be limited to such consequential loss.

5. GOODS SUPPLIED IN ACCORDANCE WITH ORDER

Goods supplied in accordance with order may not be returned without the written consent of J.S.T. (U.K.) Ltd. and in any event written claims for the return of goods will only be considered within 14 days of the date of invoice for the goods in question.

6. SHELF LIFE

JST always aim to supply product with the maximum possible remaining shelf life however, due to manufacturing schedules, logistics and stockholding, the duration of remaining shelf life at time of delivery cannot be guaranteed.

JST cannot therefore accept under any circumstances to meet customer specific requirements relating to the remaining shelf life of delivered products.

Acceptance of a JST quotation (by the placing of a Purchase Order) confirms acceptance of this shelf life clause and this acceptance shall remain effective notwithstanding the inclusion of any customer specific terms and conditions relating to shelf life which may appear in documents post-dating the quotation (including a released Purchase Order).

The terms of this clause relating to shelf life of JST product shall always take precedence.

7. SMALL ORDERS

J.S.T. (U.K.) Ltd. reserves the right to impose a Small Order Charge where the value of the individual order is less than the minimum amount published by J.S.T. (U.K.) Ltd. from time to time.



8. CARRIAGE

J.S.T. (U.K.) Ltd. shall choose the method of delivery of the goods to the buyers. Delivery will normally be free of charge but J.S.T. (U.K.) Ltd. reserves the right to charge for delivery in the following circumstances:

(a) Where the goods fall into the category of a "Small Order" as defined in (6) above.

(b) Where the buyer specified the method of carriage to be used.

9. FORCE MAJEURE

The Company shall be under no liability in respect of any claims arising out of or contributed to by any cause whatsoever beyond the control of the Company including any strike lockout, combination of workmen, fire, fog, accident or the stoppage of the works of the maker from any cause whatever or the necessary labour, transport of materials not being obtainable as and when required.

10. LAW

This contract shall be governed and constructed in accordance with English Law.