

JDR PRODUCTS LTD CONDITIONS OF SALE

Updated 29 June 2026

1. Interpretation

1.1 In these conditions:

“BUYER” means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller:

“CONDITIONS” means the standard terms and conditions of sales set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller:

“CONTRACT” means the contract for the purchase and sales of the Goods:

“DELIVERY PERIOD” means the period either from the date of acceptance by the Seller of the Buyer’s written order or from the date of acceptance by the Buyer of the Seller’s written quotation until the date specified for delivery of the Goods, or if more than one delivery, then until the date specified for the last or final delivery and includes any extension thereof occasioned in terms of clauses 6.2 or 6.3 of these Conditions of Sale:

“DRAWING” means the drawing supplied by the Seller to the Buyer in relation to any Goods

“GOODS” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions:

“PREMISES” means the address at which the Buyer collects the Goods

“QUOTATION” means the written statement, estimate or proposal provided by the Company setting out the anticipated price, scope and specification of the Goods

“SELLER” means JDR Products Ltd (registered in England under number 01481617) of Moreton House, Whitacre Road, Nuneaton, Warwickshire, CV11 6BW:

“WRITING” includes telex, cable, facsimile transmission, email and comparable means of communication.

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

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal entity)

2 Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim from breach of, any such representations which are not so confirmed.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Orders and Specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2 The Buyer shall be responsible for the Seller for ensuring that accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

- 3.3 The quantity, quality and description of any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all losses (including any direct, indirect or consequential losses), damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid in settlement of any claim or infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. This clause 3.4 shall survive termination of the Conditions.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the goods are supplied to the buyer's specification, which do not materially affect their quality or performance and the Seller shall notify the Buyer in any such event in Writing.
- 3.6 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 terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 Price of the Goods

- 4.1 The price of the Goods shall be the Seller's quoted price on the quotation issued to the Buyer, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor which is beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.4 The price is exclusive of any applicable value added tax (VAT), which the Buyer shall be additionally liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5 Terms of Payment

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay the price of the Goods by the last day inclusive of the calendar month following the date of the invoice.
- 5.3 Immediately following the calendar month in which the Seller's invoice shall have been dated, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - 5.4.1 Cancel the contract or suspend any further deliveries to the Buyer:
 - 5.4.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).

5.4.3 Cancel any other contract between the Buyer and the Seller or suspend any further deliveries to the Buyer in terms of such other contract: and

5.4.4 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of three (3) per cent per annum above National Westminster Bank Plc's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.4.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

6 Delivery

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's Premises at any time after the Seller has notified the Buyer in Writing that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Delivery is completed on the completion of the Buyer collecting the Goods from the premises or completion of the unloading of the Seller if the Seller has delivered the Goods to the Buyer.

6.3 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.4 In the event of stoppage of work in any establishment of the Sellers during the delivery period, owing to strikes, lockouts, trade disputes, breakdowns, accidents, fire, tempest, Government decree, shortage of materials, and/or causes beyond the control of the Seller or in the event of any Stoppage of railways or other carriers, deliveries may be postponed or partially or wholly suspended by the Seller: the period of such stoppage to be added to the delivery period, any every date for delivery shall stand correspondingly postponed.

6.5 Where the Goods are to be delivered in instalments, each deliver shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

- 6.6 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 6.7 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery; Instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 6.7.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage: or
- 6.7.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7 Damage in Transit

- 7.1 No claim for damage in transit or for shortage in delivery will be entertained unless separate Notices in writing are given to the carriers, and also to the Seller within three days of receipt of Goods, followed by a complete claim in writing within five days. In the event of a loss of Goods no claim therefore will be entertained unless both advice (to Seller and to carriers) and claim to be made in writing within ten days of consignment. Where the Goods are accepted from carriers without being checked the carrier delivery book must be signed "No Examined". The Goods in respect of which any such claim is made for damage in transit or shortage in delivery, shall be preserved intact as delivered for a period of seven days after the making of the claim within which time the Seller shall have the right to attend the Buyer's works and investigate the complaint. Compliance by the Buyer with each and every applicable requirement of this condition shall be a condition precedent to any right of the Buyer to make any claim and any breach shall disentitle the Buyer to any allowance in respect of the claim. The acceptance by the Seller of any belated notice or claim, and action taken by it thereon, shall not constitute any waiver by the Seller and shall be without prejudice to its right to reject the claim on the ground of non-compliance with this condition.

8 Risk

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.1.1 In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

8.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

9 Property

9.1 Title to the Goods supplied under this Contract shall not pass to the Buyer until payment in full for all the Goods has been received by the Seller in accordance with the terms of this Contract.

9.2 Without prejudice to clause 9.1 above title to the Goods supplied under these Conditions shall not be passed to the Buyer until all sums due from the Buyer have been paid in full.

9.3 For so long as the Buyer remains in possession of the Goods whilst title thereto remains with the Seller:-

9.3.1 the Buyer shall be bailee of the Goods of the Seller; and

9.3.2 the Buyer shall store the Goods separately from any other goods so that they are identifiable as the property of the Seller.

9.4 If payment of the sums due under this contract is overdue in whole or in part or if the Buyer shall commit an act of bankruptcy or suffer execution to be levied upon its property. Or, if, being a Company, it suffers a receiver to be appointed of its undertaking or is placed in liquidation, then the Seller may recover to resell the Goods or any of them and may enter upon the Buyer's premises by its servants or agents for the purpose and the Buyer hereby grants to the Seller a licence for that purpose.

9.5 If any of the Goods are incorporated in or used as material for other goods in manufacturing process or otherwise altered in any way before payment in full the property in the goods so produced shall be and remain with the Seller until such title in the goods themselves would otherwise have passed to the Buyer under these conditions and clause 9.1 and 9.3 hereof shall apply to such products as it applies to the Goods. If any other goods with which the Goods are mixed or incorporated are the property of any third party then the product shall be treated as owned by the Seller and the owner of those goods as tenants in common in the proportions (by value) in which the respective goods would have been incorporated therein until title to the Goods themselves would otherwise have passed to the Buyer under these conditions.

- 9.6 Until the Seller is paid in full for all the products the relationship of the Buyer to the Seller shall be fiduciary in respect of the products of the goods in which they are incorporated or used and if the same was sold by the Buyer the Seller shall have the right to recover the proceeds thereof. A like right for the Seller shall apply where the Buyer uses the product in any way so as to be entitled to payment from a third party. If the Buyer does resell the goods and any products made therefrom, then the Buyer shall hold the proceeds of sales thereof or any debt due to the Buyer representing the same (or so much thereof as is attributable to the Seller's interest therein) upon trust for the Seller until title to the Goods would otherwise have passed to the Buyer under these conditions. Pursuant to the trust the Buyer shall not permit such proceeds of sale to be mingled with its own monies but shall pay the same into a separate trust account designated with the same of the Seller.
- 9.7 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 9.8 The Buyer shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10 Warranties and Liability

- 10.1 Any condition, warranty, statement or undertaking as to the quality of the Goods or their suitability for any purpose, however and wherever expressed, or which may be implied by statute, custom or trade or otherwise is hereby excluded.
- 10.2 Without prejudice to the foregoing, no statement or undertaking contained in any British standard, Euronorm, ISO recommendation, or other standard or technical specification as to the suitability for any purpose shall give rise to any legal liability. The Buyer shall satisfy itself that the Goods are suitable for any product or application for which they are to be used before the Goods are incorporate into such product or application.
- 10.3 The Seller shall be under no liability in respect of any defect in the Goods arising from any Drawing, design or specification supplied by the Buyer.
- 10.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow

the Seller's instructions (whether verbal or in writing), misuse or alternation or repair of the Goods without the Seller's approval.

- 10.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods has been delivered in accordance with the Contract.
- 10.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 10.7 Without prejudice to Clauses 10.1 and 10.2 herein except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods of their use or resale by the Buyer.

11 Insolvency of Buyer

11.1 This clause applies if:

- 11.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or
- 11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or
- 11.1.3 The Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under then Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12 **Export Terms**

12.1 In these Conditions “incoterms” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and the Conditions, the latter shall prevail.

12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the Importation of the Goods into the Country of destination and for the payment of any duties thereon.

12.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered to the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sales of Goods Act 1979.

12.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller’s premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

12.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a Bank in England acceptable to the Seller or, if the seller has agreed in Writing on or before acceptance of the Buyer’s order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of National Westminster Bank Plc in England as may be specified in the bill of exchange.

12.7 The Buyer undertakes not to offer the Goods for resale in the United Kingdom or any other country notified by the Seller to the Buyer at or before the time the Buyer’s

order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that the person intends to resell the Goods in any such country.

13. If by law any licence shall be required to enable the Buyer to acquire, or the Seller to sell to the Buyer, the Goods, such license shall be obtained by the Buyer. In the event that the Seller shall receive directions by a Government department as to the disposal of the Seller's output of goods of the type, kind or category of goods within the order and in the Seller's opinion such directions shall prevent or hinder the fulfilment by the Seller of the order, the Seller may be notice to the Buyer cancel the order in whole or in part.

14 General

- 14.1 Any notice required or permitted to be given by either part to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.4 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society and his or her decisions shall be binding on both parties and this shall be a submission to arbitration within the Arbitration Acts 1950 and 1979 or any statutory modification thereof for the time being in force.
- 14.5 The Contract shall be governed by the laws of England and Wales and the parties hereby submit that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes) arising out of or in connection with the Contract or Conditions or its subject matter