



More than **sensors + automation**

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SUMMARY - SUPPLY OF GOODS AGREEMENT TERMS AND CONDITIONS

This is a summary only of the key terms and conditions applicable when entering in to a Supply of Goods Agreement with JUMO Instrument Company Limited ("JUMO", "we", "us") and you must review our full terms and conditions which can be found on our website www.jumo.co.uk

Goods

The Goods ordered will be manufactured and/or just supplied in accordance with the relevant specification, notified to us verbally or in writing, which we will accept in writing, including any related datasheets and drawings. Acceptance will be sent to you as part of the quotation and order confirmation. It is your responsibility to notify us immediately in case of discrepancies.

Price

The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in our published price list in force as at the date of delivery.

Your obligations

You must ensure that all of the information you have provided to us is accurate.

Warranties

The Goods supplied by us under this agreement shall:

- conform to the Specification;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier;
- be free from defects in design, material and workmanship and remain so for 12 months after Delivery; and
- comply with all applicable statutory and regulatory requirements.
- the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the agreement.

Delivery

- Each delivery of Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the part number of the Goods, where applicable), and any special storage instructions. (if any).

Your Right of Rejection

You have the right to reject the Goods in accordance with clause 8 of the Agreement.

Payment

You must pay the invoice within 30 days of the date that appears on the invoice.

Risk and Title

Risk in Goods shall pass to you on Delivery. Title to Goods shall not pass until the Goods have been paid for in full.

LIMITATION OF OUR LIABILITY

We shall not be liable for any loss of profit or any indirect or consequential loss arising under or in connection with the Goods supplied and nor shall we be liable for any work carried out by any third parties to include any:

- **You make any further use of those Goods after giving notice in accordance with clause 8.1;**
- **the defect arises because you failed to follow our oral or written instructions for the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;**
- **the defect arises as a result of us following any drawing, design or Specification supplied by you;**
- **you alter or repair those Goods without our written consent;**
- **the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;**
or
- **the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.**

In any event our total liability to you shall not exceed either the Goods value or any amount recoverable under our insurance policies in place from time to time, whichever sum is the greater.

At no time shall we limit or exclude our liability for death or personal injury caused by our negligence or negligence on the part of our employees, agents or subcontractors; nor for any fraud or fraudulent misrepresentation; or breach of the terms implied by section 12 of The Supply of Goods Act 1979 or breach of section 2 of Consumer Protection Act 1987.