

## Terms of Business

### 1 Interpretation

#### 1.1 In these Conditions:

'BUYER' means the person who accepts a quotation of Jemac for the sale of the Goods or whose order for the Goods is accepted by Jemac 'GOODS' means the goods (including any instalment of the goods or any parts for them) which Jemac is to supply in accordance with these Conditions including services relating to such Goods where services are provided pursuant of these Conditions 'Jemac' means Intac. Trading trading as Jemac (registered in England and Wales under number 5127146) 'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and Jemac 'CONTRACT' means the contract for the purchase and sale of the Goods 'WRITING' includes e-mail, facsimile transmission 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.

#### 2 Basis of the sale

2.1 Jemac shall sell and the Buyer shall purchase the Goods in accordance with any quotation of Jemac which is accepted by the Buyer, or any order of the Buyer which is accepted by Jemac, 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 a director of Jemac.

2.3 Jemac's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by a director of Jemac in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

2.4 Any advice or recommendation given by Jemac 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 a director of Jemac is followed or acted upon entirely at the Buyer's own risk, and accordingly Jemac 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 Jemac shall be subject to correction without any liability on the part of Jemac.

#### 3 Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by Jemac unless and until confirmed by Jemac's authorised representative.

3.2 The Buyer shall be responsible to Jemac for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving Jemac any necessary information relating to the Goods within a sufficient time to enable Jemac to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in Jemac's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Jemac). All services shall be provided in accordance with the Jemac's current brochure or other published literature relating to the service from time to time, subject to these Conditions.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by Jemac in accordance with a specification patent, copyright, design, trade mark or other industrial or intellectual property right submitted by the Buyer, the Buyer shall indemnify Jemac against all loss, damages, costs and expenses awarded against or incurred by Jemac in connection with or paid or agreed to be paid by Jemac in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Jemac's use of the Buyer's specification.

3.5 Jemac reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to Jemac's specification, which do not materially affect their quality or performance.

#### 4 Price of the Goods

4.1 The price of the Goods shall be Jemac's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by Jemac without giving notice to the Buyer.

4.2 Jemac 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 Jemac which is due to any factor beyond the control of Jemac (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 Jemac adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of Jemac, and unless otherwise agreed in Writing between the Buyer and Jemac, all prices are given by Jemac on an ex works basis, and where Jemac agrees to deliver the Goods otherwise than at Jemac's premises, the Buyer shall be liable to pay Jemac's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Jemac.

4.5 The cost of pallets and returnable containers where applicable 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 Jemac before the due payment date.

#### 5 Terms of payment

5.1 Subject to any special terms agreed in Writing between the Buyer and Jemac, Jemac shall be entitled to invoice the Buyer for the price of the Goods on or at any time after despatch 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 Jemac shall be entitled to invoice the Buyer for the price at any time after Jemac has notified the Buyer that the Goods are ready for collection or (as the case may be) Jemac has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods upon despatch of the Goods unless otherwise agreed in Writing. Where Jemac has agreed to credit terms the Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of end of the month in which the Jemac invoice is raised, and Jemac shall be entitled to recover the price, 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.

5.3 In respect of any services provided by Jemac, Jemac's standard charges and any additional sums payable shall be paid by the Buyer (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of end of the month in which the Jemac invoice is raised days of the date of Jemac's invoice.

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 Jemac, Jemac shall be entitled to:

5.4.1 cancel the contract or suspend any further deliveries or services 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 Jemac) or services as Jemac may think fit (notwithstanding any purported appropriation by the Buyer); and

5.4.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the National Westminster Bank 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).

#### 6 Delivery

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

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

6.3 Jemac reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered, and the quantity so delivered shall be deemed to be the quantity ordered and the price adjusted accordingly. Where the Buyer requires not less than the amount of Goods ordered the Buyer must so notify Jemac in writing prior to the contract for the Goods being made by the parties.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Jemac 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.

6.5 If Jemac fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Jemac's reasonable control or the Buyer's fault, and Jemac is accordingly liable to the Buyer, Jemac'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.

6.6 If the Buyer fails to take delivery of the Goods or fails to give Jemac 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 Jemac's fault) then, without prejudice to any other right or remedy available to Jemac, Jemac may:

6.6.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.6.2 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 Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 in the case of Goods to be delivered at Jemac's premises, at the time when Jemac notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at Jemac's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Jemac has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until Jemac has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Jemac to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as Jemac's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as Jemac's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 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 used or resold), Jemac shall be entitled at any time to require the Buyer to deliver up the Goods to Jemac 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.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Jemac, but if the Buyer does so all moneys owing by the Buyer to Jemac shall (without prejudice to any other right or remedy of Jemac) forthwith become due and payable.

#### 8 Warranties and liability

8.1 Unless otherwise stated in Writing and subject to the conditions set out below Jemac warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire. Jemac warrants to the Buyer that the all services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with any specification agreed for them. These warranties are not transferable.

8.2 The above warranty is given by Jemac subject to the following conditions and is subject to receipt by Jemac of proper maintenance records where required by Jemac:

8.2.1 Jemac shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.2.2 Jemac 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 Jemac's instructions (whether oral or in writing) including as to correct installation and maintenance, misuse or alteration or repair of the Goods without Jemac's approval;

8.2.3 Jemac shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by Jemac, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Jemac.

8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.5 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 Jemac 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 Jemac accordingly, the Buyer shall not be entitled to reject the Goods and Jemac shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.6 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 Jemac in accordance with these Conditions, Jemac shall be entitled to replace the Goods (or the part in question) free of charge or, at Jemac's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but Jemac shall have no further liability to the Buyer.

8.7 Except in respect of death or personal injury caused by Jemac's negligence, Jemac shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Jemac, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Jemac under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

8.8 Jemac shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Jemac's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Jemac's reasonable control, which shall include but not be limited to strikes, power failure or breakdown in machinery, prohibitions and import or export regulations or embargoes.

#### 9 Insolvency of buyer

9.1 This clause applies if:

9.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

9.1.4 Jemac reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to Jemac, Jemac shall be entitled to cancel the Contract or suspend any further deliveries under the 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.

#### 10 Data Protection

10.1 Intac. Trading may hold customer's data on third party database which will be used solely for Intac Tradings business.

#### 11 General

11.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that 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 the notice.

11.2 No waiver by Jemac 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.

11.3 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 these Conditions and the remainder of the provision in question shall not be affected.

11.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.

