



TERMS AND CONDITIONS OF J HALL & SON (FASTENERS) LTD

Listed below are the Terms and Conditions by which you agree to be bound when **accepting any quotation from** our company and placing your Order. You will have been given the opportunity of reading these terms and conditions and raising any queries before placing your Order.

1. INTERPRETATION

Supplier: J Hall & Son (Fasteners) Ltd registered in England and Wales with company number 00996732 and whose registered office is situated at Unit 2 Longmore Avenue, Bentley Mill Industrial Estate, Walsall, West Midlands, WS2 0BW.

Customer: the Company, partnership, individual their servant or agent, or firm who purchase Goods and Products from the Supplier.

Business Day: a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Contract: the contract between the Supplier and the Customer for the supply of Goods and Products in accordance with these Conditions.

Data Protection: includes GDPR, the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate, or amend any of the Data Protection laws and regulations.

Goods: Fasteners and fixings manufactured by and/or supplied by the Supplier.

Order: the Customer's order for Goods & Products as set out in the Customer's purchase order form **OR** the Customer's written acceptance of the Supplier's quotation

Quotation: the description or specification of the Goods and Products provided in writing by the Supplier to the Customer.

2. APPLICATION Of These Conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in this Contract and that any variation to these terms and conditions must be agreed in writing by the Supplier.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier, respectively.

2.4 Each Order by the Customer to the Supplier shall be an agreement to purchase the Goods subject to this Contract including these Conditions.

2.5 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.6 The Suppliers Quotation constitutes an offer to the Customer to purchase Goods in accordance with these Conditions and is only valid for a period of 14 Business Days from the date of issue.

2.7 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance or of the Order or the Supplier acts upon the instruction of the Customer at which point, and on which date the Contract shall come into existence.

2.8 Any samples, drawings, descriptive matter, or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures or price list, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3. SUPPLIER OBLIGATIONS

3.1 The Supplier shall supply the Goods to the Customer in accordance with the Quotation in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates as agreed between the parties, but any such dates shall be estimates only **and time shall not be of the essence for the supply of goods.**

3.3 The Supplier shall have the right to make any changes to the provision or manufacture of Goods which are necessary to comply with any applicable law or safety requirement, and the Supplier shall notify the Customer in any such event.

4. CUSTOMER OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Quotation/Order and any information it provides is complete and accurate and in accordance with their needs.
- (b) approve all specifications and OR Quotation details provided by the Supplier prior to commencement of work.
- (c) provide the Supplier with such information as the Supplier may reasonably require in order to supply the Goods and ensure that such information is accurate in all material respects.

5. CHARGES, PAYMENT, INTEREST AND TITLE

5.1 All Goods provided by the Supplier are the exclusive property of the Supplier until final payment by the customer and the customer agrees that they their servants or agents will allow the Supplier to collect the said materials in the event that the contract is not completed.

5.2 The Supplier shall invoice the Customer partially or in full, at any time following acceptance of an Order and the Customer shall pay the Suppliers invoice into a bank of its choice within 30 days of the date of invoice **AND/OR** as stated on the invoice. **Time shall be of the essence** for the purposes of payment of any invoice.

5.3 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 10% per annum above the Lloyds TSB bank base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.4 The Customer shall pay all amounts due under the Contract in full without deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

5.5 If the Customer fails or the Supplier reasonably believes that the Customer will fail to pay the contractual price when due the Supplier may demand payment of all sums due, treat the Contract as repudiated by the Customer and suspend any future performance of the Contract until all overdue sums have been paid.

5.6 In the event that the Supplier has to take steps to recover monies or materials due to them the Customer agrees to pay any additional costs whether legal or otherwise incurred by the Supplier in the said recovery in full together with interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.7 Title in the goods supplied does not pass to the customer until final payment of all monies due.

6. SET OFF

The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract [or under any other contract which the Supplier has with the Customer].

7. CREDIT LIMIT

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

8. DELIVERY AND PERFORMANCE

8.1 The Supplier may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

8.2 Each delivery or performance of the Goods **AND/OR** Services shall be accompanied by a delivery note stating, the date of the Order; the relevant Customer and Supplier details; the product numbers and type and quantity of Goods in the consignment; any special instructions, handling, and other requests.

8.3 Time is not of the essence in relation to the performance or delivery of the Goods. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.

8.4 The Supplier shall not be liable for any delay in, or failure of performance caused by; the Customer's failure to make the Location available; the Customer's failure to prepare or take delivery of the Goods; the Customer's failure to provide incorrect delivery details or Force Majeure.

8.5 If the Customer fails to accept delivery of any Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all reasonable storage and insurance charges OR storage and insurance charges at the Supplier's then-applicable rates OR costs and expenses incurred by the Supplier in doing so.

8.6 If 30 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer and the Supplier shall:

(a) deduct all reasonable storage charges and costs of resale OR storage charges at the Supplier's then-applicable rates and reasonable costs of resale; and

(b) account to the Customer for any excess of the resale price over or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

9. INSPECTION OF GOODS DELIVERED

9.1 Any claim by the customer, which is based on any defect in the quality or condition of the Goods, shall be notified to the Supplier within **five working days** from the date of delivery. If the customer does not notify the Supplier accordingly, the customer shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the customer shall be bound to pay the contractual price.

9.2 Where any valid claim in respect of any of the materials which is based on any defect in the quality or condition of the Goods is notified to the Supplier in accordance with these conditions, the Supplier shall be entitled to repair or replace the Goods (in question) free of charge or, at the Suppliers sole discretion, refund to the customer the price (or a proportionate part of the price) and the Supplier shall have no further liability to the customer.

10. TITLE

10.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

10.2 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods as bailee for the Supplier.

(b) store the Goods separately from all other material in the Customer's possession.

(c) take all reasonable care of the Goods and keep them in the condition in which they were delivered.

(d) insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy.

(e) ensure that the Goods are clearly identifiable as belonging to the Supplier.

(f) not remove or alter any mark on or packaging of the Goods.

(g) inform the Supplier immediately if it becomes subject to any of the events

or circumstances set out in clause 13.1.

(h) on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

11. LIMITATION OF LIABILITY:

11.1 Subject to clause 11.3 and 12.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct or indirect loss or consequential loss arising under or in connection with the Contract.

11.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors.

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 The Supplier will not be liable for any defective Goods or be in breach of warranty where and to the extent that: -

(a) the defect arises as a result of the condition of the Customers premises.

(b) the defect arises as a result of the Customers negligence or the negligence of their employees, servants, or agents.

(c) the defect arises as a result of fair wear and tear, accident, misuse, wilful damage, or abnormal working conditions.

(d) the defect arises as a result of the Supplier relying on the information, specification and drawings provided by the Customer.

(e) The customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Suppliers' instructions:

(f) the Customer its servants or agents makes any further use of the Goods supplied or attempts to repair them or have them repaired by someone other than the Supplier after giving written notice of the defect to the Supplier.

(g) the defect arises because the Customer has failed to follow the Suppliers instructions (whether oral or in writing) as to the storage, assembly, installation, commissioning, use or maintenance of the Goods.

11.4 Except as set out in these Conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12. WARRANTY

12.1 The Supplier warrants that, the **(Warranty Period)** shall be:

(a) for Goods manufactured by the Supplier twelve months from delivery.

(b) for Goods purchased from a manufacturer and supplied by the Supplier only the manufacturer's warranty will apply, and the Supplier will not be liable.

12.2 Except as set out in clause 12.1:

(a) the Supplier gives no warranty and makes no representations in relation to the Goods; and

(b) shall have no liability for a manufacturers failure to comply with clause

(c) and all warranties and conditions (including the conditions implied by ss 12- 16 of the Supply of Goods and Services Act 1982 and ss 13-15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

12.3 The Customer warrants that it has provided the Supplier with all relevant, full, and accurate information as to the Customer's business and needs.

12.4 The warranty will be void if the Customer fails to provide the Supplier with written notification of any defects within 5 days of the date of discovery during the warranty period. Such notice must detail the defect(s), and the Supplier must be allowed to investigate the problem and put forward a proposal to remedy the problem if accepted by the Supplier.

12.5 The limitations contained at clause 11.3 will also apply to void the warranty given if breached.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the Customer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within an agreed time. The said breach must be notified to the other party in writing.

(b) the Customer by reason of insolvency suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due account or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

(c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors.

(d) The Customer falls in any way into an insolvent position and is unable to meet the payments terms of this contract.

13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend supply of Goods under the contract if the Customer fails to pay any amount due under this Contract on the due date for payment.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

(b) the Customer shall return all of the Supplier's Goods for which have not been fully paid. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

(c) the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. CONFIDENTIALITY AND ANNOUNCEMENTS

15.1 The Customer shall keep confidential all Confidential Information of the Supplier [and of any Affiliate of the Supplier] and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to

(a) any information which was in the public domain at the date of the Contract.

(b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement

(c) any information which is independently developed by the Customer without using information supplied by the Supplier [or by any Affiliate of the Supplier]; or

(d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

(e) except that the provisions of clauses 15.1.1 to 15.1.3 shall not apply to information to which clause 15.4 relates.

15.2 This clause shall remain in force for a period of [five] years from the date of the Contract and, if longer, [three] years after termination of the Contract.

15.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15.4 To the extent any Confidential Information is Protected Data such Confidential information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 16.



16. DATA PROTECTION

16.1 The parties agree that the Customer is a Controller, and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. [Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.]

16.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

17. FORCE MAJEURE:

17.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or guideline, accident, breakdown of plant or machinery, explosion, fire, flood, storm or other adverse weather which may impact transportation of Goods, pandemic, or epidemic or default of suppliers.

17.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event and may terminate or vary this contract in the event that it is unable to complete the contract.

18. NOTICES:

Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, email or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

19. SEVERANCE:

19.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. CONFLICTS WITHIN CONTRACT

If there is a conflict between these terms contained and conditions and the terms of the customer order, schedules, appendices or annexes to the Contract, these terms and conditions will prevail.

22. WAIVER

22.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

22.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

23. GOVERNING LAW AND JURISDICTION:

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.