



**Jeran Technology Limited - Terms and Conditions of Business**

**1 Definitions and Interpretation**

1.1 In these Terms and Conditions of Business (save where the context otherwise requires) the following expressions shall have the following meanings :-

- 1.1.1 **"Confidential Information"** means information concerning or relating to know-how, trade secrets, technical processes, customer, client and supplier lists, price lists, reports, memoranda, details of contractual arrangements and any other matters concerning the business affairs or finances of JTL or the Customer (as the case may be) or clients and customers of or other persons having dealings with either of them
  - 1.1.2 **"Bespoke Products"** means those products of a specialist, unique and individual nature required by the Customer but not detailed in JTL's current product and/or price list as amended from time to time and which JTL agrees to provide to the Customer
  - 1.1.3 **"Customer"** means the person(s) purchasing the Products, Bespoke Products and Services from JTL
  - 1.1.4 **"JTL"** means Jeran Technology Limited (t/a Jeran Innovations) (Company Registration No. 03185495) whose registered office is at 201 Hendon Way, London NW2 1JJ
  - 1.1.5 **"Products"** means those products detailed in JTL's current product and/or price list as amended from time to time
  - 1.1.6 **"Property"** means the property of the Customer as specified in the Quotation or as notified in writing by the Customer to JTL
  - 1.1.7 **"Services"** means those services which the Customer instructs JTL to supply in relation to the Products and/or Bespoke Products
  - 1.1.8 **"Terms"** means these Terms and Conditions of Business governing the sale and provision by JTL and the purchase by the Customer of the Products, Bespoke Products and Services
  - 1.1.9 **"Quotation"** means the estimated costs of the Products, Bespoke Products and Services to be supplied by JTL to the Customer in accordance with these Terms
- 1.2 Words importing the singular number only shall include the plural number and vice versa and where a party consists of more than one person obligations and agreements of that party shall take effect as joint and several obligations and agreements.
- 1.3 The clause headings in these Terms are for ease of reference only and shall not be taken into account in the construction or interpretation of the clauses to which they refer.
- 1.4 Words importing the neuter shall include the masculine and feminine and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.5 Words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to permit or allow infringement of such restriction.
- 1.6 These Terms supersede any prior agreement (oral or in writing) between the parties and the parties acknowledge that these Terms contain the whole agreement between them and that the Customer has not relied upon any oral or written representations made by JTL or its employees or agents.
- 1.7 These Terms shall be governed by English Law and the parties shall submit any dispute arising hereunder to the exclusive jurisdiction of the English Courts.

**2. Request for Products, Bespoke Products and Services**

- 2.1 The Customer will:
- 2.1.1 select the Products that the Customer requires from JTL and will (if so requested by JTL) provide in writing to JTL all necessary information in relation to the Products required by the Customer (in respect of which the Customer shall ensure such information is complete and accurate) and
  - 2.1.2 will (where appropriate) provide JTL with full and accurate details of the Services required by the Customer following which JTL will provide the Customer with a Quotation based solely on that information supplied by the Customer.
- 2.2 In the case of Bespoke Products, the Customer must provide to JTL in writing as much information as possible with regard to the specifications of the Bespoke Products required and the Services required in relation to those Bespoke Products following which JTL will provide the Customer with a Quotation based solely on that information supplied by the Customer.
- 2.3 If the Customer wishes to accept the Quotation the Customer must place an order for the Products and/or Bespoke Products and/or Services with JTL. The order will be deemed by JTL to confirm that all details descriptions and information supplied and contained within the Quotation are complete and accurate.
- 2.4 Unless otherwise stated, any Quotation issued by JTL is valid for acceptance for 30 days from the date thereof Provided that JTL has the right to withdraw the Quotation at any time.

- 2.5 In placing an order for the Products and/or Bespoke Products and/or Services the Customer confirms to JTL that the Customer accepts and understands these Terms and agrees to be bound by them. The Customer's order is subject to confirmation and acceptance by JTL and a contract will only come into being upon such acceptance and confirmation in accordance with these Terms.
- 2.6 If any Quotation contains provisional sums JTL shall use its reasonable endeavours to ascertain an accurate cost and agree it with the Customer before incurring expenditure on the Customer's behalf. However, if this is not possible the Customer shall pay the actual cost of the item in which case the total price set out in the Quotation shall be adjusted accordingly.
- 2.7 If any Quotation contains a pricing error JTL will not be bound to honour any orders for Products and/or Bespoke Products and/or Services at that price.
- 2.8 The Customer hereby agrees and acknowledges that additional works or other actions may be required to be carried out which were not originally envisaged (for example, this may include additional works required to install the Products and/or Bespoke Products due to the type of flooring or ground) in order for JTL to perform its obligations under these Terms. In some circumstances those works may not be able to be identified until JTL starts to perform its obligations. In such cases, the Customer will need to meet the additional fees, costs and expenses to carry out the works (provided that JTL agrees to provide them at its absolute discretion) and JTL will seek to provide details of those additional fees, costs and expenses to the Customer.
- 2.9 JTL will make reasonable efforts to give an accurate labour cost estimate in the Quotation. However, the Customer hereby agrees and acknowledges that that estimate may be subject to change as a result of circumstances that arise during the provision of the Products and/or Bespoke Products and/or Services in accordance with these Terms which have not been anticipated and/or which are unforeseen and/or which involve the need to carry out work which is not part of the Customer's order. JTL shall use its reasonable endeavours to ascertain an accurate cost and agree it with the Customer before carrying out such additional or unforeseen work or work not part of the Customer's order. However, if this is not possible the Customer shall pay the actual cost of that work in which case the total price set out in the Quotation shall be adjusted accordingly.
- 2.10 Subject to Clause 3, in the event that the Customer wishes to cancel the Customer's order for Products and associated Services, the Customer must notify JTL in writing within 7 working days of making the order which for the purpose of this Clause only, time shall be of the essence. Cancellation after this time period will only be valid if it is acknowledged, confirmed and accepted by JTL in writing and, if accepted by JTL, the Customer will be liable to pay for the Products and Services provided up to the date of cancellation (including but not limited to the work carried out and any goods, materials or services supplied or ordered on the Customer's behalf, loss of profit and all cancellation or termination fees payable by JTL to any third party). The amount of such fees shall be at the sole discretion of JTL. If the Products ordered by the Customer have already been despatched by JTL to the Customer, the Customer must return the Products to JTL immediately. The Customer acknowledges and agrees that if it requests JTL to commence work on the Customer's order within the 7 working day period referred to above, the Customer shall have no right to cancel the order without any cost to it.
- 2.11 Subject to Clause 3 in the event that the Customer wishes to amend or postpone the Customer's order for Products and associated Services (including but not limited to, for example, postponing delivery), the Customer must notify JTL in writing within 7 working days of making the order which for the purpose of this Clause only, time shall be of the essence. Amendment or postponement after this period will only be valid if it is acknowledged, confirmed and accepted by JTL. JTL has the right to accept such amendment or postponement or (at its sole discretion) to treat these Terms as cancelled. If JTL accepts the amendment or postponement the Customer will within 7 days from the date of invoice pay to JTL all costs associated with such amendment or postponement (including but not limited to costs in connection with the Products supplied and Services carried out and any goods, materials or services supplied or ordered on the Customer's behalf, loss of profit and all amendment and postponement fees payable by JTL to any third party).
- 2.12 In the case of Bespoke Products and associated Services, unless otherwise agreed by JTL, JTL will not process and/or commence work relating to the Customer's order for a period of 7 days from the date of acceptance and confirmation by JTL of the Customer's order and during that 7 day period, which for the purposes of this Clause only, time shall be of the essence, the Customer may cancel or change the order by giving written notice to JTL. Provided that the cancellation or change shall only be valid if it is acknowledged, confirmed and accepted by JTL and will be subject to any amendment to the Quotation which may be required. Due to the unique nature of the Bespoke Products and associated Services ordered by the Customer, upon the expiry of the 7 day period mentioned above, the Customer will not be entitled to cancel or change the order and will be liable for payment in full.



- 2.13 If JTL agrees with the Customer to process and/or commence work relating to the Customer's order for Bespoke Products and associated Services prior to the expiry of the 7 day period referred to in Clause 2.12 and the Customer then seeks to cancel or change the order within the 7 day period and the cancellation or change is accepted by JTL, JTL has the right to charge the Customer a cancellation or amendment fee of up to 100% of the value of the Quotation depending on the amount of work carried out in relation to the Customer's order (in addition to all cancellation/termination/amendment fees payable by JTL to any third party). The level of such fees shall be at the sole discretion of JTL.
3. Transactions with Consumers – Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ("the Regulations")
- 3.1 In cases where the Customer is purchasing as a consumer and the Regulations apply, the Customer has the right to cancel their order for a full refund. However, this does not apply to:
- 3.1.1 Products and Services where the price is dependent on fluctuations in the financial market, and cannot be controlled by JTL and which may occur within the cancellation period;
  - 3.1.2 the supply of Bespoke Products or other Products made to the Customer's specification or are clearly personalised;
  - 3.1.3 the supply of Products which are liable to deteriorate or expire rapidly;
  - 3.1.4 contracts where the Customer has specifically requested a visit from JTL for the purpose of carrying out urgent repairs or maintenance;
  - 3.1.5 contracts made at public auction;
  - 3.1.6 the supply of sealed audio or sealed video recordings or sealed computer software, if those products become unsealed after delivery;
  - 3.1.7 the supply of accommodation, transport of goods, vehicle rental services, catering services related to leisure activities, if the contract provides for a specific date or period for performance;
  - 3.1.8 Products that become mixed inseparably (according to their nature) with other items after delivery.
- 3.2 Where the Regulations apply, the Customer is entitled to cancel these Terms if the Customer so wishes, provided that the Customer exercises the right to cancel no longer than 14 days after:
- 3.2.1 the day on which the Customer acquires or a third party other than the carrier and indicated by the Customer acquires physical possession of the Products; or
  - 3.2.2 in the case of a contract relating to multiple Products ordered by the Customer in one order and delivered separately, the day on which the Customer acquires or a third party other than the carrier and indicated by the Customer acquires physical possession of the last Product; or
  - 3.2.3 in the case of a contract relating to delivery of Products consisting of multiple lots or pieces, the day on which the Customer acquires or a third party other than the carrier and indicated by the Customer acquires physical possession of the last lot or piece; or
  - 3.2.4 in the case of a contract for regular delivery of Products during a defined period of time, the day on which the Customer acquires or a third party other than the carrier and indicated by the Customer acquires physical possession of the first Product; or
  - 3.2.5 in the case of Services the day of conclusion of the contract
- 3.3 To cancel under this Clause 3, the Customer must inform JTL of their decision to cancel by a clear statement (for example, a letter sent by registered post to: JTL, 201 Hendon Way, London NW2 1JJ or email to: info@jeran.com). The Customer can use the model cancellation form set out in Schedule 1 of these Terms but it is not obligatory.
- 3.4 In the event the Customer wishes to exercise their right of cancellation under the terms of this Clause 3, the Customer must retain possession of the Products and take reasonable care of them.
- 3.5 Unless JTL has offered to collect the Products or the Products were delivered to the Customer's property when the contract was entered into and could not, by their very nature, normally be returned by post, the Customer should return the Products at the Customer's cost within 14 days of such cancellation and JTL will reimburse the Customer (using the method used to pay for the original transaction unless the Customer agrees otherwise) the amount in relation to the Products to which the cancellation rights under this Clause apply. This includes the cost of delivery, unless the Customer expressly chooses a kind of delivery costing more than the least expensive common and generally acceptable kind of delivery offered by JTL.
- 3.6 JTL will make the reimbursement to the Customer without undue delay and not later than:
- 3.6.1 14 days after the day on which it receives back from the Customer any Products supplied;
  - 3.6.2 (if earlier) 14 days after the day the Customer provides evidence that the Customer has returned the Products; or
  - 3.6.3 if no Products were supplied, 14 days after the day on which JTL is informed about the Customer's decision to cancel this contract
- 3.7 JTL has the right to deduct an amount from any refund due to the Customer, or request payment from the Customer, to reflect the loss in value of any Products supplied as a result of handling of the Products by the Customer beyond what is necessary to establish the nature, characteristics and functioning of the Products.
- 3.8 If the Customer wishes for and instructs JTL in writing to commence works and/or to supply and/or provide Products and/or Services before the expiry of the relevant cancellation period referred to in this Clause 3, the Customer acknowledges and agrees that the Customer loses their right to cancel once the contract has been performed. If the Services provided by JTL have not been completed and the Customer cancels within the cancellation period, the Customer will have to pay for the part of the Services that JTL has carried out. If Products were supplied with Services, the Customer has the right to return the Products if the Customer cancelled within the relevant cancellation period but the Customer will be liable to pay for some or all of the Services provided.
4. Product Description, Customer Acknowledgement & Important Information
- 4.1 The Customer hereby acknowledges that due to the nature of the Products and Bespoke Products and their production (for example, hand-made fibreglass) JTL cannot guarantee such matters as (but not limited to) any shade or colour matches to previously supplied materials, imperfections in the finishes and products themselves, or strict compliance with dimensions, quantities and weights. The Customer shall not be entitled to cancel the order or reject or return any Products or Bespoke Products unless there is a substantial difference in any shade or colour to previously supplied materials or a substantial difference in any dimensions, quantities and weights, or unless there is any damage or fault in the finishes and products themselves entitling the Customer to a remedy under Clause 10 of these Terms.
- 4.2 The Customer hereby acknowledges and agrees that:
- 4.2.1 whilst JTL may offer guidance in respect of the Products and/or Bespoke Products and believe the Products and/or Bespoke Products to be of satisfactory quality and fit for their purpose, it is the responsibility of the Customer to fully satisfy itself that the Products and/or Bespoke Products are of the correct specification and designed for the Customer's required purpose;
  - 4.2.2 the Products and/or Bespoke Products may be installed on different flooring or other surfaces or in locations where condensation may occur and build up in the Products and Bespoke Products and as such the Customer should take appropriate precautions to protect items or vehicles stored including (but not limited to) covering them with appropriate materials and not leaving a convertible roof of a vehicle open;
  - 4.2.3 the Customer shall ensure that it carries out all appropriate checks, surveys and inspections in relation to the area/location where the Products and/or Bespoke Products are to be installed and shall inform JTL in writing of any potential issues or difficulties that may be experienced in any installation works. For example, installation services provided may involve bolting (or the use of similar or alternative fixings) to the ground – the Customer should check whether there are any pipes, wires or other service media or apparatus that may run in, through, under or upon the location and which may be damaged by the installation and notify JTL in writing of these;
  - 4.2.4 the Customer shall be fully responsible for and will ensure (where necessary) that all required planning permissions, building regulations consent and/or any other consents or approvals or licences that may be required for the Products and/or Bespoke Products and their installation at the Property or at any other premises or property are obtained;
  - 4.2.5 JTL may suggest or require third party advice or assistance or confirmation be obtained by the Customer which relate to the installation of the Products and/or Bespoke Products or other works or Services to be carried out by JTL (for example, in respect of safety or building regulation or planning aspects or other matters outside the direct knowledge of JTL) and in such cases the Customer shall be fully responsible for obtaining such advice (including but not limited to paying all costs and expenses) whatever the outcome of such advice, assistance or confirmation;
  - 4.2.6 JTL may introduce the Customer to third party finance providers. Any finance arrangement or other agreement that may be made as a result of that introduction is made at the Customer's sole discretion and direct between the provider and the Customer. JTL shall have no liability in respect of such and JTL does not search the market for the best financial products on behalf of the Customer and does not deliver any financial advice whatsoever (including but not limited to the affordability of any arrangement that may be entered into) and the Customer must therefore ensure that they take all appropriate third party financial and accountancy advice on all aspects.
5. Time Not of the Essence
- JTL shall use its reasonable endeavours to meet any dates and times specified for performance of its obligations contained in these Terms. However, all such dates and times are approximate only and JTL shall not be deemed to be in breach of these Terms and shall not be liable in any manner for any delay, for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance



of its obligations, and subject to Clauses 2.10, 2.11, 2.12, 8.7 and 10.2, time shall not be of the essence of these Terms.

#### 6. Customer's Obligations

- 6.1 The Customer shall permit JTL, its employees, sub-contractors, agents and other appointed representatives access to the Property at all reasonable times for the purposes of providing the Products, Bespoke Products and Services and for all purposes connected therewith.
- 6.2 The Customer will be responsible for any loss or damage to any goods, materials, tools or equipment delivered to or stored at the Property except to the extent that such damage arises from the failure of JTL to take reasonable care.
- 6.3 The Customer shall at its own cost ensure that all information, documentation and material ("Information"), and all light, power supplies and equipment required for the supply of the Products and Bespoke Products and performance of the Services by JTL in accordance with these Terms are made available to JTL at all reasonable times, and in the case of Information that is complete and accurate.
- 6.4 The Customer shall ensure that any goods, products or other equipment supplied by it to JTL for the purpose of supplying the Products and Bespoke Products and carrying out the Services are of satisfactory quality and fit for their purpose.
- 6.5 The Customer will utilise all Products and Bespoke Products and equipment in accordance with JTL's, the manufacturers' or suppliers' operating manuals and instructions and promptly and regularly carry out all operations and other maintenance routines (if any) as are set out or referred to therein.
- 6.6 The Customer shall ensure that the area where Products and Bespoke Products are to be installed as part of the Services is clear, free of obstruction and safe and suitable for JTL, its staff, agents and sub-contractors.
- 6.7 The Customer shall ensure that it carries out all appropriate checks, surveys and inspections in relation to the area/location where the Products and/or Bespoke Products are to be installed and shall inform JTL in writing of any potential issues or difficulties that may be experienced in any installation works. For example, installation services provided may involve bolting (or the use of similar or alternative fixings) to the ground – the Customer should check whether there are any pipes, wires or other service media or apparatus that may run in, through, under or upon the location and which may be damaged by the installation and notify JTL in writing of these;
- 6.8 The Customer shall ensure that access for the vehicles of JTL, its staff, agents and sub-contractors is available at all reasonable times and all necessary permissions obtained from neighbours and other third parties (as may be appropriate) should access in, on, over or through neighbouring or other property be required in order for JTL to perform its obligations under these Terms.
- 6.9 The Customer shall ensure that any children or animals are excluded from any area required by JTL for the performance of the Services.
- 6.10 The Customer shall ensure that JTL is made aware of any dangerous substances or other hazards or issues of whatever nature at the Property or at any adjoining or neighbouring property which may affect the performance of the obligations of JTL under these Terms.
- 6.11 The Customer shall be fully responsible for and will ensure (where necessary) that all required planning permissions, building regulations consent and/or any other consents or approvals or licences that may be required for the Products and Bespoke Products and their installation at the Property or at any other premises or property are obtained.
- 6.12 The Customer shall take all appropriate precautions to protect items or vehicles stored including (but not limited to) covering them with appropriate materials and not leaving a convertible roof of a vehicle open and ensuring appropriate security measures are in place.
- 6.13 If requested by JTL, the Customer shall provide contact details for a duly authorised person who will be a main point of contact during the performance of the Services by JTL.
- 6.14 Where relevant, the Customer will afford to JTL, its staff, agents and sub-contractors, whilst on the Property, the same protection for health and safety as is due to the Customer's employees and if JTL, its staff, agents and sub-contractors are required to enter the premises of a third party, the Customer will procure that the third party also affords such protection to JTL, its staff, agents and sub-contractors as is due to its employees.
- 6.15 Where relevant, the Customer shall ensure that all appropriate health and safety laws and other obligations relating to safety at premises are observed and their staff and other third parties (including visitors) protected during the performance of the Services by JTL.

#### 7. JTL's Obligations

- 7.1 JTL shall provide all Services under these Terms using reasonable care and skill.

#### 8. Delivery of Products

- 8.1 Delivery shall be deemed to take place when the Products and/or Bespoke Products are collected by the Customer from JTL or when they are delivered to the address specified in the Customer's order and from the moment that the Products and/or Bespoke Products begin to be unloaded from the delivery vehicle.
- 8.2 The Quotation, if appropriate and where possible, shall include the cost of delivery to the address specified in the Customer's order. JTL will not be required to deliver an order in instalments or to more than one address. However, if the Customer requests JTL to deliver the Products in instalments or to a different address than that specified in the Customer's order or on a different date than originally agreed, JTL will be entitled to make an additional charge to the Customer calculated in accordance with the extra costs incurred by it in respect of such delivery (including but not limited to full costs of Services or loss of profit particularly in cases of change in delivery dates on less than 72 hours' notice) and which, if possible, will be notified to the Customer by JTL prior to delivery.
- 8.3 The Customer acknowledges that delivery outside of mainland UK is subject to acceptance by JTL and may involve significant additional cost. If JTL should accept to deliver outside mainland UK, JTL shall endeavour to agree such costs with the Customer.
- 8.4 If the premises or property to which the Products and/or Bespoke Products are delivered are, at the time of delivery, closed, there is no answer, there is insufficient access, there is insufficient parking, there are prohibitive security restrictions, or if delivery is not accepted, JTL will retain the Products and/or Bespoke Products until the Customer has made alternative arrangements to accept delivery acceptable to JTL and JTL will be entitled to make an additional charge (to include but not limited to costs of storage) to the Customer in respect of such.
- 8.5 In the event that the Products and/or Bespoke Products are to be collected by the Customer, if such Products and/or Bespoke Products have not been so collected within 1 calendar month of the week estimated for collection, JTL will be entitled to make an additional storage charge in respect of the period from such date until the Products and/or Bespoke Products are collected. Provided that in the event the Products and/or Bespoke Products have not been collected within 3 months of the week estimated for collection, JTL may elect by notice in writing to the Customer to cancel the Customer's order and dispose of the Products and/or Bespoke Products as it may decide in its absolute discretion but the Customer shall remain liable for any outstanding balance due to JTL together with any additional storage or other charges incurred as a result of such non-collection.
- 8.6 All Products and Bespoke Products supplied by JTL are at the Customer's risk from the moment of delivery under this Clause 8 and the Customer should insure the Products and Bespoke Products against loss or damage.
- 8.7 Any claim by the Customer in respect of non-delivery of Products and/or Bespoke Products ordered by the Customer must be made in writing to JTL within 7 days of the date of delivery, which for the purposes of this Clause only, time shall be of the essence, upon receipt of which JTL shall deal with the claim as it sees fit. Failure to comply with this time period will render any potential claim void.

#### 9. Price and Payment

- 9.1 The price for the Products will be as shown in JTL's current price and/or product list as amended from time to time or as notified to the Customer by JTL and will be reflected in the Quotation provided to the Customer. In the case of Bespoke Products, the price will be reflected in the Quotation.
- 9.2 The price in respect of the Services (to include estimated costs of labour in respect of the same) will be as notified to the Customer by JTL and, subject to Clause 2.6, 2.7, 2.8 and 2.9, will be reflected in the Quotation provided to the Customer.
- 9.3 All sums payable by the Customer pursuant to these Terms are (unless otherwise stated) exclusive of any Value Added Tax or any other applicable tax which the Customer will pay in addition on the due date for payment.
- 9.4 Unless otherwise agreed in writing, JTL will, on the acceptance by it of the Customer's order, invoice the Customer for fifty per cent (50%) of the value of the Quotation as specified in the Quotation and the Customer shall pay the said invoice immediately. JTL will not process or commence work relating to the Customer's order until such payment is received by it. When the Customer's order has been completed but prior to delivery in accordance with clause 8, JTL will invoice the Customer for the balance of sums payable by the Customer in accordance with these Terms and the Customer will pay the invoice in full within 7 days of the date of such unless otherwise agreed in writing. JTL shall not be under any obligation to deliver the Products and/or Bespoke Products until all sums due to it have been paid in full by the Customer.
- 9.5 Payments can only be made in pounds sterling (save where JTL expressly agrees otherwise) and may be made (subject to JTL's right to specify a particular method of payment at its absolute discretion) in cash, by bank draft, by BACS, by cheque, by telegraphic transfer, by CHAPS or by credit or debit card. In the case of payment by credit or debit card, details of the credit or debit card are to be provided to JTL by the Customer and the Customer authorises JTL to deduct from the credit or debit card those sums due to it in accordance with these Terms. JTL will not pass on the Customer's credit or debit card details to any third party (save to the relevant payment processing agency). The Customer acknowledges and agrees that payment



by credit card may attract an additional handling charge. The Customer undertakes that all details the Customer provides to JTL for the purpose of ordering and purchasing the Products and Bespoke Products and Services are correct and that there are sufficient funds to cover the cost of the Products and Bespoke Products and Services ordered.

- 9.6 Should the Customer fail to pay any invoice, or any part thereof, submitted by JTL, JTL may, without prejudice to any other right or remedy available to it, charge the Customer interest (both before and after judgment) at the rate of 4% above the base rate of Barclays Bank Plc from the due date until payment is made in full.
- 9.7 Ownership of the Products and Bespoke Products supplied by JTL or its agents, whether installed or not, shall not pass to the Customer until all sums due to JTL have been paid in full and until such time the Customer shall keep the Products and Bespoke Products in good repair and condition and properly protected and insured and designated in such a manner as clearly shows that the Products and Bespoke Products remain the property of JTL and shall not pledge or charge the Products and Bespoke Products by way of security for any indebtedness of the Customer, and JTL shall at any time be entitled to enter the Customer's property, or onto any property at which JTL reasonably believes the Products and Bespoke Products to be, to remove any Products and Bespoke Products for which the Customer has not paid in full.
- 9.8 JTL shall be entitled to cease or suspend the supply of any Products or Bespoke Products or Services to the Customer until such time as all outstanding fees and interest are paid in full and shall be entitled to exercise a lien over any items, equipment or documentation belonging to the Customer which may be in the possession of JTL until all moneys due under these Terms have been paid.
- 9.9 All sums payable to JTL under these Terms shall become due immediately upon termination of these Terms despite any provision to the contrary.
- 9.10 Payment is not considered received from the Customer until JTL receives notification of cleared funds representing the amount paid in its bank account or the bank account of its agent or nominee.
- 9.11 The Customer shall make all payments due under these Terms without any deduction whether by way of set-off counterclaim or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by JTL to the Customer.

#### 10 Inspection

- 10.1 Upon delivery of the Products and/or Bespoke Products to the Customer, the Customer will inspect the Products and/or Bespoke Products.
- 10.2 If during the inspection of the Products and/or Bespoke Products by the Customer, the Customer discovers any damage to, shortage of or any fault in the specification of the Products and/or Bespoke Products, the Customer must notify JTL in writing of such damage (and any further damage discovered) or shortage or fault in specification within 48 hours of delivery, which for the purpose of this Clause only, time shall be of the essence. Failure to comply with this time period will render any potential claim void.
- 10.3 Once notified in accordance with Clause 10.2 of the damage, shortage or fault in specification by the Customer, JTL will:
- 10.3.1 As soon as reasonably practicable deliver to the Customer to the address specified on the Customer's order any shortage of the Products and/or Bespoke Products provided that JTL is satisfied that there is such a shortage of Products and/or Bespoke Products; or
- 10.3.2 Within 7 days of receiving such notification contact the Customer to discuss matters and, if appropriate, to arrange to inspect the damaged Products and/or Bespoke Products and if satisfied that:
- 10.3.2.1 the damage occurred prior to delivery of the Products and/or Bespoke Products to the Customer; and
- 10.3.2.2 the Products and/or Bespoke Products concerned have not been worked upon by the Customer
- JTL will use its reasonable endeavours to replace or repair the damaged Products and/or Bespoke Products as soon as practicable thereafter or if such is not possible, will provide the Customer with a credit note in respect of those Products and/or Bespoke Products; or
- 10.3.3 Within 7 days of receiving such notification contact the Customer to discuss matters and, if appropriate, to arrange to inspect the Products and/or Bespoke Products which are alleged to have a fault in their specification and if satisfied that the Products and/or Bespoke Products do not meet the specification detailed in the Quotation (or any amended specification made in accordance with the provisions of Clause 2) JTL will use its reasonable endeavours to replace or adjust or amend the Products and/or Bespoke Products as soon as practicable thereafter or if such is not possible, will provide the Customer with a credit note in respect of those Products and/or Bespoke Products
- 10.4 In the event that JTL accepts that the Products and/or Bespoke Products are to be replaced or a credit note issued in accordance with this Clause 10, JTL is under no obligation to provide any replacement Products and/or Bespoke Products or to issue

a credit note until the Products and/or Bespoke Products have been returned to it in their original condition with all packaging and documentation.

#### 11. Warranty as to Workmanship

- 11.1 Subject to clause 11.3, JTL warrants the quality of its installation and workmanship for a period of 3 months from the date of installation of the Products and/or Bespoke Products.
- 11.2 The materials used in and the Products and Bespoke Products themselves are not manufactured by JTL and JTL (save where otherwise set out expressly in writing) gives no express warranty to the Customer in respect of such material, their performance or durability. JTL will where possible pass on such guarantees as manufacturers/suppliers provide and will notify manufacturer/suppliers of any written complaints made by the Customer to it relating to any Products and Bespoke Products manufactured/supplied by them.
- 11.3 JTL shall have no liability under its warranty given pursuant to the terms of Clause 11.1 if any defects in any installation or workmanship are caused by the Customer's acts or omissions, or if the Customer has not paid in full all sums due to JTL under these Terms.
- 11.4 The Customer's statutory rights as a consumer (if applicable) are not affected by the limitations contained in this Clause.
- 11.5 If the Customer believes or discovers any defect in the quality of JTL's installation or workmanship, the Customer must notify JTL in writing of such immediately the said defect becomes apparent. A failure to comply with this may render any potential claim void. Within 7 days of receiving such notification, JTL will contact the Customer to discuss matters and, if appropriate, arrange to inspect the installation and workmanship which is alleged to be defective (for which a call out fee may be charged) and if satisfied that the claim is valid JTL will use its reasonable endeavours to carry out remedial works as soon as practicable thereafter free of charge.

#### 12. Liability

- 12.1 All Products and Bespoke Products supplied by JTL are believed to be of satisfactory quality and fit for their purpose. The Customer must however fully satisfy itself that the Products and Bespoke Products are of the correct specification and designed for the Customer's required purpose.
- 12.2 The Customer shall only make a claim of any nature, if any, arising out of or in connection with these Terms against JTL and shall not make any claim of any nature against any persons or persons involved in the performance of these Terms.
- 12.3 JTL shall not be liable for any defect in any Products or Bespoke Products or other products and materials supplied nor for any works carried out which arise from fair wear and tear, wilful damage, negligence of the Customer, damage caused by any third party, failure to follow JTL's instructions (whether oral or in writing) or any instructions of the manufacturer or supplier of the Products or Bespoke Products or other products or alterations made or actions taken without JTL's approval, or damage caused as a result of working on the Products or Bespoke Products or other products and in any event the Customer should ensure that any work carried out on or with the Products or Bespoke Products or other products is carried out by individuals or professionals with appropriate skills, qualifications and experience.
- 12.4 In no event shall JTL be liable to the Customer for any damages resulting from loss of data or use, corruption of data, loss of profits or business or any indirect or consequential loss or damage.
- 12.5 Subject as expressly provided in these Terms and except where the Products and Bespoke Products and Services are supplied 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.
- 12.6 JTL's liability to the Customer in respect of breach of contract or breach of duty or fault or negligence or otherwise whatsoever arising out of or in connection with these Terms will be limited to taking reasonable steps to correct any such breach at JTL's expense and Provided that the amount of its liability shall be limited in any event to a total of the value of the Quotation plus 10% to include interest and costs save that this provision shall have no application to any liability in respect of death or personal injury or any other liability for which exclusion or restriction is prohibited by law.
- 12.7 JTL shall not be liable for the failure of the operation of its website or any connected or linked website and shall not be liable (including any liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment or any other failure of fault connected therewith.
- 12.8 JTL may introduce the Customer to third party finance providers. Any finance arrangement or other agreement that may be made as a result of that introduction is made at the Customer's sole discretion and direct between the provider and the Customer. JTL shall have no liability in respect of such and JTL does not search the market for the best financial products on behalf of the Customer and does not deliver any financial advice whatsoever (including but not limited to the affordability of any arrangement that may be entered into) and the Customer must therefore



ensure that they take all appropriate third party financial and accountancy advice on all aspects.

### 13 Indemnity

- 13.1 The Customer will indemnify JTL against any damages, losses, costs, claims or expenses, or any other sums incurred by it in respect of any loss JTL suffers directly or indirectly, or any claim brought against it by any third party, in relation to:
- 13.1.1 Any loss, injury or damage wholly or partly caused by the Products and/or Bespoke Products or their use;
- 13.1.2 Any loss, injury or damage in any way connected with the performance of these Terms;
- 13.1.3 Any costs, claims or expenses of any third party involved in recovering outstanding monies due from the Customer to JTL
- Provided that this Clause will not require the Customer to indemnify JTL against any liability for the negligence of JTL.

### 14 Confidential Information

- 14.1 JTL and the Customer shall not except as authorised or required by these Terms, or except as required by law, at any time (whether during or after the termination of these Terms) reveal to any person, firm or company, or use for its own benefit, any of the Confidential Information and it shall not use or attempt to use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the other party Provided that the provisions of this Clause 14 shall cease to apply to information which enters the public domain other than directly or indirectly by reason of the default of JTL or the Customer
- 14.2 The parties shall use their reasonable endeavours to preserve the Confidential Information and to prevent the publication or disclosure of any Confidential Information
- 14.3 The Customer shall not except as authorised or required by these Terms or except as required by law, without the express written consent of JTL and subject to such conditions as JTL may in its discretion reasonably require to protect its Confidential Information, reveal to any person, firm or company or use for its own benefit, or use for any other purpose than that pursuant to these Terms any Confidential Information of JTL including any created during the provision of the Products and Bespoke Products and Services
- 14.4 JTL shall be entitled to make and retain copies of any data, information, material or documentation provided to it by the Customer in the course of providing the Products and Bespoke Products and Services as it deems necessary for the full and proper maintenance of its business records
- 14.5 Unless the Customer informs JTL to the contrary in writing, JTL may use non-confidential information in relation to the Products and Bespoke Products and Services for promotional purposes.

### 15 Data Protection

- 15.1 JTL uses information the Customer provides to it primarily for the supply and provision of Products and Bespoke Products and Services to the Customer and for related purposes including updating and enhancing customer records; analysis to help manage the business; statutory returns; and legal and regulatory compliance. JTL's use of that information is subject to the Customer's instructions, the Data Protection Act 1998 and its duty of confidentiality. In order to perform its obligations pursuant to these Terms, JTL may be required to give information to third parties. The Customer has a right of access under data protection legislation to the personal data that JTL holds about it.
- 15.2 JTL may from time to time send to the Customer information which it thinks might be of interest to the Customer. If the Customer does not wish to receive that information, the Customer must notify JTL in writing.
- 15.3 JTL may also capture and retain information regarding the Customer in order to bring to the Customer's attention sources which may be helpful to it. By accepting these Terms, the Customer authorises JTL to do this.
- 15.4 The Customer confirms that it consents to the transfer of data held concerning the Customer by JTL to any purchaser or prospective purchaser of JTL.

### 16 Termination

- 16.1 The Customer may only terminate these Terms in accordance with provisions of Clause 2 and 3.
- 16.2 JTL shall be entitled without prejudice to the other rights and remedies available to it, either to terminate the whole or any part of these Terms or to suspend any future service or supply in any of the following events:
- 16.2.1 If any debt due and payable by the Customer to JTL is unpaid on the due date of payment, or if the Customer is in breach of its obligations under these Terms which in the case of a breach capable of remedy is not remedied by

the Customer within 14 days of receipt by it of a notice specifying the breach and requiring its remedy

- 16.2.2 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer, or if the Customer ceases or threatens to cease to carry on business or JTL reasonably apprehends that such events are about to occur in relation to the Customer.
- 16.3 The termination of these Terms howsoever arising shall be without prejudice to the rights and duties of either the Customer or JTL accrued prior to termination.
- 16.4 Failure by JTL to enforce or partially enforce any provision of these Terms will not be construed as a waiver of any of its rights under these Terms.

### 17 Additional Products and Services

For the avoidance of doubt, JTL shall only be obliged to provide the Products and Bespoke Products and Services as detailed in these Terms. In the event that the Customer wishes JTL to provide any further Products or Bespoke Products or Services or other products or carry out additional works or other actions which were not originally envisaged, or carry out any other action in relation to the same such will be provided at JTL's absolute discretion and will be subject to the payment by the Customer of all costs, fees and expenses associated with the same and upon terms agreed between the Customer and JTL.

### 18. General

- 18.1 All drawings, descriptive matter, specifications and advertising issued by JTL and any descriptions or illustrations contained in JTL's catalogues or brochures or displayed on its website are issued or published for the sole purpose of giving an approximate idea of the good(s) and service(s) described in them and will not be binding upon JTL. They do not form part of these Terms and, subject to Clause 18.2, all patents, copyrights, design rights and all other rights in relation to such items shall remain vested in JTL.
- 18.2 The Products and Bespoke Products or part of them are or may be protected by patents, copyrights, design rights and other rights and any such rights or confidential information relating to the Products and Bespoke Products remain with their legal owner solely and absolutely.
- 18.3 JTL may assign, licence or sub-contract all or any part of its rights or obligations under these Terms without the Customer's consent.
- 18.4 These Terms are personal to the Customer who may not assign licence or sub-contract all or any of its rights or obligations under these Terms without JTL's prior written consent.
- 18.5 The Customer acknowledges that no data transmissions over the Internet can be guaranteed to be 100% secure or free from viruses or faults and JTL cannot ensure or warrant the security of any information transmitted by it to the Customer and the Customer accepts such data transmission at its own risk.
- 18.6 Any variation to these Terms shall have no effect unless expressly agreed in writing between the parties.
- 18.7 JTL shall not be liable for any delays caused by third parties or for any failure to perform its obligations under these Terms due to unforeseen circumstances or circumstances beyond its control including without limitation adverse labour disturbances, governmental action, weather conditions, flood or fire.
- 18.8 Any notice required by these Terms to be given by the Customer to JTL shall be in writing and shall be served by sending the same by registered post or recorded delivery to its registered office as set out above or as otherwise notified to the Customer by JTL in accordance with this Clause and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice
- 18.9 Any notice required by these Terms to be given by JTL to the Customer shall be in writing and shall be served by sending the same by registered post or recorded delivery to the Customer's registered office or principal place of business or last known place of address in accordance with this Clause and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice
- 18.10 These Terms shall operate on the footing that if any of the provisions either in part or in whole is held by a Court or any other competent authority not to be valid or enforceable, the validity and enforceability of the remaining provisions of these Terms and the remainder of the affected provision shall continue to apply

### **Schedule 1 Model Form of Cancellation**

To: Jeran Technology Limited , 201 Hendon Way, London NW2 1JJ  
Email: info@jeran.com

I/We [\*] hereby give notice that I/We [\*] cancel my/our contract for sale of the following products[\*]/for the supply of the following service[\*],



Jeran Technology Limited (t/a Jeran Innovations)  
201 Hendon Way, London NW2 1JJ  
T: 020 3818 7437  
E: info@jeran.com

Ordered on[\*]/received on [\*],  
Name of consumer(s),  
Address of consumer(s),  
Signature of consumer(s) (only if this form is notified on paper),  
Date  
[\*] Delete as appropriate