

# INVOICE

## DELIVER TO

Origin Live Ltd  
Unit 5  
362B Spring Road  
Sholing, Southampton  
Hampshire  
SO19 2PB



## INVOICE TO

Origin Live Ltd  
Unit 5  
362B Spring Road  
Sholing, Southampton  
Hampshire  
SO19 2PB

Alexander House  
Ashdown Business Park  
Maresfield  
East Sussex  
TN22 2DU

Tel: 01825 767640  
Email: sales@jemtech.co.uk  
Web: www.jemtech.co.uk

**VAT Reg: 762447517**

ACCOUNT	REP	YOUR ORDER NO.	DESP. DATE	DELIVERY REF	INVOICE DATE	INVOICE NO.	PAGE
ORI005	25	VERBAL LUKE	3/ 3/23	80506	3/ 3/23	<b>69855</b>	1 of 2

STOCK CODE	DESCRIPTION	QUANTITY	PRICE	UNIT	VALUE	VC
11610-01-025	B-Cool MC 610 25 litres	2	430.00	1	860.00	1

VC	GOODS	VAT RATE	VAT AMOUNT
1	920.00	20.00	184.00

## Cust VAT Reg No.

TOTAL GOODS	TOT. CARR.	TOTAL VAT	INVOICE TOTAL
920.00	60.00	184.00	1104.00

**GBP**

The title of the goods shall not pass until they have been paid for in full.  
**PAYMENT TERMS:** 30 days from date of invoice.

Bank Details if paying in £:  
Account number 69355215  
Sort Code 60-22-05

Bank Details if Paying in Euro  
Account number 550-00-66138450  
Sort code 60-22-05



## STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES OF

Jemtech (UK) Ltd.

## DEFINITIONS

In this document, the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5 "Supplier" means Jemtech (UK) Ltd, Bellbrook Industrial Estate, Uckfield, East Sussex, TN22 1QL.

## GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

## PRICE AND PAYMENT

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer on delivery.
- 3.2 Invoiced amounts shall be due and payable once the goods have been delivered. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

## SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

## DELIVERY

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.2 All risk in the goods shall pass to the Customer upon delivery.

## RETURNS AND REFUNDS

- 6.1 Returns are only accepted within 30 days of the purchase date. To be eligible for a return, your items must be unused and in 100% resalable condition. It must also be in the original packaging. All Blaser products must be returned with all seals and caps intact. To request to return your product, please contact us at [sales@jemtech.co.uk](mailto:sales@jemtech.co.uk). To process your return, we will require a receipt of purchase. You will be responsible to cover any return delivery charges which will apply. If the goods are received back in 100% resalable condition (To be confirmed by Jemtech UK Ltd) and in the original packaging we will refund your purchase minus the restocking fee below.
- 6.2 All goods are subject to a 30% restocking and handling fee, which will be deducted from your refund. We also will not refund the original delivery charges that you paid on the original order.

## RETURNS AND REFUNDS

- 7.1 Returns are only accepted within 30 days of the purchase date. To be eligible for a return, your items must be unused and in 100% resalable condition. It must also be in the original packaging. All Blaser products must be returned with all seals and caps intact. To request to return your product, please contact us at [sales@jemtech.co.uk](mailto:sales@jemtech.co.uk). To process your return, we will require a receipt of purchase. You will be responsible to cover any return delivery charges which will apply. If the goods are received back in 100% resalable condition (To be confirmed by Jemtech UK Ltd) and in the original packaging we will refund your purchase minus the restocking fee below.
- 7.2 All goods are subject to a 30% restocking and handling fee, which will be deducted from your refund. We also will not refund the original delivery charges that you paid on the original order.
- 7.3 Goods that have been ordered in specially and are not stock items for Jemtech will not be eligible for return. If in doubt please check prior to placing your order.

## RETURNS AND REFUNDS

- 8.1 Returns are only accepted within 30 days of the purchase date. To be eligible for a return, your items must be unused and in 100% resalable condition. It must also be in the original packaging. All Blaser products must be returned with all seals and caps intact. To request to return your product, please contact us at [sales@jemtech.co.uk](mailto:sales@jemtech.co.uk). To process your return, we will require a receipt of purchase. You will be responsible to cover any return delivery charges which will apply. If the goods are received back in 100% resalable condition (To be confirmed by Jemtech UK Ltd) and in the original packaging we will refund your purchase minus the restocking fee below.
- 8.2 All goods are subject to a 30% restocking and handling fee, which will be deducted from your refund. We also will not refund the original delivery charges that you paid on the original order.
- 8.3 Goods that have been ordered in specially and are not stock items for Jemtech will not be eligible for return. If in doubt please check prior to placing your order.
- 8.4 Please inspect your goods once you receive them. Any damages from delivery must be noted on the carrier's delivery paperwork and signed for damaged and reported to Jemtech UK Ltd within 24 hours of receipt of the goods. If you receive your product and it has been damaged during delivery, please email us at [sales@jemtech.co.uk](mailto:sales@jemtech.co.uk) immediately. Please include a description of the damages, and include pictures if possible. This information is extremely helpful for us in making sure that our products are packaged and delivered correctly. Once this review has been carried out we will arrange for the damaged goods to be replaced if we deem the damage has occurred during delivery. In some cases, with our fluid management products and mist extraction products, in order to complete the work we may need to make some minor alterations to your machine tool, and/or other equipment in your facility. By placing an order, you authorise us to make these adjustments where required.

## TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## CUSTOMER'S OBLIGATIONS

- 10.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
  - 10.1.1 Co-operate with the Supplier;
  - 10.1.2 Provide the Supplier with any information reasonably required by the Supplier;
- 10.2 The Supplier warrants that as from the date of delivery for a period of 12 months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the Specification Document are manufacturer's warranty only.
- 10.3 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 10.4 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

## INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringe a patent, copyright or trade secret or other similar right of a third party.

## LIMITATION OF LIABILITY

- 12.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 12.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 12.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

## TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 13.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 13.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 13.3 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 13.4 The other party ceases to carry on its business or substantially the whole of its business; or
- 13.5 The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

## INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

## FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

## ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the UK and the parties hereby submit to the exclusive jurisdiction of the UK courts.

## DISPUTES

In the event of any dispute arising out of or in connection with this Agreement the Parties agree that such dispute will be finally settled under the Rules of International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this Clause 22. The seat, or legal place, of the arbitration shall be London. The language to be used in the mediation and in the arbitration, shall be English.