TERMS AND CONDITIONS OF SALE

1. DEFINITIONS
   1.1 In these terms and conditions the following expressions shall have the following meanings.
   1.2 "the company" means J & L Marshall.
   1.3 "the customer" means the person to whom goods or services are provided by the company.

2. ACCOUNT TERMS
   30 Days Net. Last day of first month after invoice date.
   These conditions shall apply to all orders for the supply of goods and/or the provision of services by the Company to the customer and shall apply in place of and prevail over (if any) terms and conditions contained or referred to in the Customer's order. Your account must be operated within the credit limit, which will be notified to you once the account has been opened. If your account should exceed the limit, you will be requested to make a payment to reduce the balance. If prompt payment is not received, your account may be placed on hold. We reserve the right to charge interest on overdue invoices from the date the payment becomes due. Should the account have to be collected via legal proceedings, any costs incurred will be added to the account.

3. DATA PROTECTION ACT 1998
   The Data Protection Act 1998 applies to personal data about individuals. It applies only to sole traders or unlimited companies. We may store and process information about you or your partners. We will make searches about you at credit reference agencies, who will supply us with credit information, as well as information from the Electoral Register for the purpose of verifying your identity. The agencies will record details of the search whether or not this application proceeds. If you want to have details of the credit reference agency from whom details have been obtained, please contact us on 0113 2583463.

4. PRICES
   Prices charged will be those ruling at date of despatch.
   All prices quoted are(unless otherwise specified) exclusive of Value Added Tax or any other tax or duty payable upon the supply of goods or provision of services which shall be added to the price quoted and payable by the Customer.

5. DELIVERY
   Whilst the Company will make every effort to adhere to any delivery and/or performance time stated such times shall not be the essence of the contract and the Company shall have no responsibility whatsoever to the Customer in respect of any loss or damage which it may suffer caused by the late performance or non-performance of the Company`s obligations.

6. NON DELIVERY
   Claims for non delivery must be made to the Company within 10 days of the invoice date.

7. DAMAGE OR SHORT DELIVERY
   Damage/Shortages must be noted on the Company or carriers delivery sheet immediately and notice in writing given to the Company within 3 days of receipt of goods.

8. RETURN OF GOODS
   No goods may be returned without prior consent of the Company. Where goods are returned, they must be received by the Company or their agent in good condition, and that it is implicit that the Customer may be asked to pay an administrative handling charge of 10% of the value of the goods returned.

9. RETENTION OF TITLE
   Ownership of the goods shall remain with the Company who reserves the right to dispose of the goods until payment in full has been received by the Company. Such payment shall become due immediately upon the commencement of any act or proceedings in which the Customers solvency is involved. If payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the Customers premises by its servants or agents for that purpose.

Signed……. Date ……