

Jordan & Company (Hull) Limited - Conditions of Sale to Business Customers

1. Interpretation

1.1. In these Conditions the following words shall have the following meanings:

“Accessory”	means any accessory specified in the Order
“Business Day”	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business
“Buyer”	the person, firm or company who purchases the Goods from Jordan & Co
“Conditions”	the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between Jordan & Co and the Buyer
“Contract”	the contract between Jordan & Co and the Buyer for the sale and purchase of the Goods in accordance with these Conditions
“Goods”	means the Vehicle, any Accessory, any other item specified for sale by Jordan & Co to the Buyer in the Order and any other item Jordan & Co agrees to sell to the Buyer under the Contract, or any of them
“Jordan & Co”	Jordan & Company (Hull) Limited (CRN: 00858063) or any subsidiary or associated company which supplies Goods to the Buyer
“Order”	the Buyer’s order for the Goods as set out in the Buyer’s written acceptance of Jordan & Co’s quotation
“Part Exchange Allowance”	means the amount specified in the Order as allowed by Jordan & Co against a Part Exchange Vehicle as may be varied in accordance with conditions 9.4 or 9.5
“Part Exchange Vehicle”	means the vehicle (if any) specified in the Order as the part exchange vehicle, which is offered by the Buyer in part exchange for the Vehicle
“Price”	means the price for the Goods and any applicable road fund licence and car tax applicable at the date of the Order and any charges in respect of delivery, warranty, insurance or fuel as set out in the Order or as otherwise agreed between Jordan & Co and the Buyer, as may be varied in accordance with condition 5
“Vehicle”	means the motor vehicle detailed as being to be supplied in the Order

1.2. Words in the singular include the plural and vice versa.

2. Application of Conditions

- 2.1. These Conditions cancel and supersede any earlier conditions of sale of Jordan & Co and shall govern the Contract to the exclusion of any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document, or which are implied by trade, custom, practice or course of dealing, and the Buyer waives any right which it might have to rely on such terms or conditions.
- 2.2. No variation to these Conditions or any representation about the Goods shall have effect unless expressly agreed in writing and signed by a director of Jordan & Co.
- 2.3. Each Order for Goods by the Buyer from Jordan & Co shall be deemed to be an offer by the Buyer to purchase the relevant Goods subject to these Conditions.
- 2.4. No Order placed by the Buyer shall be deemed to be accepted by Jordan & Co until Jordan & Co has confirmed acceptance of the Order in writing or (if earlier) Jordan & Co delivers the Goods to the Buyer.
- 2.5. The Buyer shall ensure that the terms of the Order and any other applicable specification submitted by the Buyer are complete and accurate. Jordan & Co shall not be liable to the Buyer if any such terms or specification are not complete and accurate.
- 2.6. Any quotation is given on the basis that no contract will come into existence until Jordan & Co has confirmed acceptance of the Buyer's Order in writing or (if earlier) delivers the Goods. Any quotation is valid only for all the Goods referred to in the quotation for a period of 7 days from its date, provided that Jordan & Co has not previously withdrawn it (including, but not limited to where Jordan & Co withdraws a quotation due to the manufacturer notifying Jordan & Co of a price increase). Jordan & Co may reject an Order which is for only part of the Goods the subject of a quotation.

3. Description

- 3.1. All samples, drawings, descriptive matter, specifications and advertising issued by Jordan & Co and any descriptions, sizes, measurements and illustrations contained in catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and Jordan & Co shall be entitled to correct any error without any liability to the Buyer.
- 3.2. The description of the Goods shall be as set out in the Order or as otherwise agreed in writing between the parties. The Contract is, however, subject to the manufacturer's or concessionaire's necessary right to amend or vary their specification and Jordan & Co reserves the right to deliver in fulfilment of the Contract Goods conforming to the manufacturer's or concessionaire's specification prevailing at the time of delivery for Goods of the make and model described in the Order.
- 3.3. Jordan & Co reserves the right to change the specification of the Goods after acceptance of the Buyer's Order (a) if required by any applicable statutory or regulatory requirement, or (b) in any other case, only provided that such change does not materially alter the characteristics of the Goods.
- 3.4. In the case of purchasing a used Vehicle the Buyer acknowledges and agrees before placing the Order that:

- 3.4.1. the Buyer's attention has been drawn to the age of the Vehicle and the fact that any defects may be present as a result;
 - 3.4.2. any details of the Vehicle provided by Jordan & Co are given only for the purposes of identifying the Vehicle and do not make the Contract a sale by description;
 - 3.4.3. the used Vehicle is sold "as seen". Jordan & Co makes no representations and gives no warranties as to the quality, condition, state or description of the Vehicle, or its fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the used Vehicle are excluded to the fullest extent permitted by law;
 - 3.4.4. Jordan & Co has given the Buyer a reasonable opportunity to inspect and test the Vehicle; and
 - 3.4.5. the Buyer has satisfied itself as to the quality and condition of the Vehicle.
- 3.5. Jordan & Co is not able to specify the country of origin of the Vehicle.

4. Delivery

- 4.1. Unless otherwise agreed in writing by Jordan & Co, delivery of the Goods shall be by Jordan & Co making the Goods available for collection at its premises (or by delivering or arranging delivery of the Goods to such other delivery address as the parties may agree in writing).
- 4.2. Where it is agreed under the Contract that the Buyer will collect the Goods, the Buyer shall collect each Order from Jordan & Co's premises within 5 Business Days of Jordan & Co notifying the Buyer in writing that the Order is ready for collection.
- 4.3. Any date specified by Jordan & Co for delivery of the Goods is an estimate only and time for delivery shall not be of the essence. Where Jordan & Co and the Buyer agree to change the specification or quantity of Goods ordered, Jordan & Co shall be entitled to adjust the delivery date accordingly. If no date for delivery has been so specified, delivery will be within a reasonable time. Jordan & Co may deliver the Goods in advance upon giving the Buyer reasonable notice.
- 4.4. Subject to the other provisions of these Conditions, Jordan & Co shall not be liable for any loss (including but not limited to loss of profit and consequential loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods nor will any delay entitle the Buyer to refuse to take delivery of the Goods or terminate or rescind the Contract (subject always to condition 12).
- 4.5. Jordan & Co may deliver the Goods by separate instalments and invoice the Buyer separately for the price of the Goods delivered in each instalment provided that in such case:
 - 4.5.1. failure by Jordan & Co to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalment shall not entitle the Buyer to treat the Contract as a whole as repudiated; and
 - 4.5.2. the Buyer's refusal to take delivery or make payment in respect of any one or more instalment shall entitle Jordan & Co to treat the Contract as a whole as repudiated.
- 4.6. Unless otherwise agreed between the parties, the Buyer shall not be entitled to take delivery of the Goods unless the Price has been paid in full, and if the Buyer fails to pay in accordance with condition 6.1, Jordan & Co may, at its option, either store the Goods or have them stored by a third

party. The cost of storage, any additional transportation and any insurance relating to such storage and transportation will be added to, and form part of, the Price payable by the Buyer.

- 4.7. If for any reason the Buyer will not accept delivery of any of the Goods, or Jordan & Co is unable to deliver the Goods on time due to being unduly delayed at the point of delivery or because the Buyer has not provided appropriate instructions, information, documents, licences or authorisations, delivery shall be deemed completed and the Price shall become immediately due and payable and risk in the Goods will pass to the Buyer. Jordan & Co may store the Goods until physical delivery and the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).
- 4.8. Without prejudice to Jordan & Co's right to recover from the Buyer any sums due to it, if the Buyer has not collected or accepted delivery of the Goods within 5 Business Days from the date upon which the Price became due and payable, Jordan & Co may dispose of the Goods in such manner as Jordan & Co may determine and charge the Buyer for any shortfall below the Price of such Goods.
- 4.9. Where the supply of the Goods is subject to a Finance Agreement, delivery shall not take place until the Finance Company has confirmed to Jordan & Co that the Finance Agreement has been completed to the satisfaction of the Finance Company and duly executed by it. In the event of non-payment by the Finance Company or should the Finance Company report that the Buyer has failed to cooperate with the provision of information or the completion generally of the finance documentation, Jordan & Co shall have the right to immediately terminate the Contract or, where delivery has been completed, recover the possession of the Goods from the Buyer and for that purpose to enter upon the Buyer's property or premises.
- 4.10. Jordan & Co shall not be liable for any delay in delivery of the Goods that is caused by the Buyer's failure to provide adequate delivery instructions or any other instructions relevant to the supply of the Goods.
- 4.11. Any liability of Jordan & Co for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 4.12. Any liability of Jordan & Co for any shortfall in the delivery of the Goods shall be limited to making up the shortfall within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5. Price

- 5.1. Jordan & Co shall be entitled at any time prior to delivery of the Goods to increase the Price of the Goods to reflect any increase in the cost of the Goods to Jordan & Co after acceptance of the Buyer's Order which is due to factors beyond Jordan & Co's reasonable control including, without limitation, currency exchange rate fluctuations, increases in taxes and duties and increases incurred by Jordan & Co in respect of related labour, materials, manufacturing and supply costs.
- 5.2. The Price for the Goods shall be exclusive of value added tax, which sum the Buyer shall pay at the same time as the Price.
- 5.3. Jordan & Co further reserves the right to adjust the Price of any Goods to reflect (a) any alteration to the specification of the Goods agreed between Jordan & Co and the Buyer after acceptance of the Buyer's Order, and (b) any delay caused by the Buyer's instructions or failure to give Jordan & Co adequate or accurate information or instructions.

- 5.4. If Jordan & Co is unable to supply any Accessory (of whatever nature) the Buyer may at its option either:
- 5.4.1. request that Jordan & Co substitute the Accessory with a reasonable equivalent where reasonably possible; or
 - 5.4.2. request that Jordan & Co delete the Accessory from the Order and reduce the Price by an amount equal to the price of the Accessory (including if it is not reasonably possible for Jordan & Co to provide a reasonable equivalent).

6. Payment

- 6.1. Subject to condition 6.2 and unless otherwise notified in writing by Jordan & Co to the Buyer (and in all cases other than a sale via a finance company under condition 7), full payment of the Price for the Goods and any other charges and sums due under the Contract is due on or before the date on which Jordan & Co notifies the Buyer that the Goods are ready for delivery, unless otherwise agreed in writing (in which case the Buyer shall comply with any alternative payment terms agreed in writing). Time for payment shall be of the essence. No payment shall be deemed to have been received until Jordan & Co has received cleared funds.
- 6.2. All sums payable to Jordan & Co under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 6.3. The Buyer shall make all payments due under the Contract without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.
- 6.4. If the Buyer fails to pay Jordan & Co any sum due pursuant to the Contract, Jordan & Co shall be entitled to (a) terminate the Contract; (b) suspend performance of Jordan & Co's obligations under the Contract and/or under any other contract between Jordan & Co and the Buyer; and/or (c) charge the Buyer interest on such sum at the rate of 2% per annum above the base lending rate of Bank of Scotland plc from time to time in force and calculated and accrued on a daily basis from the date on which payment fell due until payment in full has been received by us (whether before or after judgement has been obtained). In addition to interest, Jordan & Co shall be entitled to recover from the Buyer such legal costs as are incurred in the recovery of sums due and owing to Jordan & Co.
- 6.5. Jordan & Co may at any time set off any liability of the Buyer to Jordan & Co against any liability of Jordan & Co to the Buyer, whether such liability is present or future, liquidated or unliquidated, under the Contract or otherwise.

7. Purchasing with the assistance of finance

- 7.1. The Buyer may be able to fund the purchase of the Goods through a Finance Agreement, under which the Buyer would arrange for a Finance Company to buy the Goods from Jordan & Co for the Price upon the same terms as the Contract. Upon payment of the Price the Finance Company shall be deemed to be the buyer of the Goods (and all references to "the Buyer" shall be construed to be a reference to the Finance Company concerned) and Jordan & Co will deliver the Goods to the order of such Finance Company (and all references to delivery of the Goods shall be construed accordingly and delivery to the Buyer shall be deemed to be effective delivery to the order of the Finance Company).
- 7.2. If the Buyer arranges the purchase of the Goods by or through a Finance Company, as specified in condition 7.1, the provisions of the Contract as regards the Buyer's purchase of the Goods shall with effect from the completion of the sale of the Goods to the Finance Company cease to have effect

with the exception of the terms relating to the Part Exchange Vehicle (if any) which shall continue to have effect. Jordan & Co shall, on the Buyer's behalf, account for the Part Exchange Allowance and any deposit and any other sums paid pursuant to the Contract to the order of such Finance Company and the Finance Company shall be substituted as the buyer of the Goods.

- 7.3. If the Buyer arranges for the purchase of the Goods by or through a Finance Company it will also be subject to terms and conditions imposed by the Finance Company. Jordan & Co will not be a contracting party to any related Finance Agreement.

8. Risk and Ownership

- 8.1. The Goods shall be at the risk of the Buyer from completion of delivery.

- 8.2. Ownership of the Goods shall not pass to the Buyer until the earlier of:

- 8.2.1. the time that Jordan & Co has received in full in cash or cleared funds:

- a) all sums payable in respect of the Goods; and
- b) all other sums which are or which become payable to Jordan & Co from the Buyer on any account including any interest on such sums,

in which case title to the Goods shall pass at the time of cleared payment of all such sums; and

- 8.2.2. the time that the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in condition 8.4.

- 8.3. Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- 8.3.1. store the Goods (at no cost to Jordan & Co) separately from all other goods of the Buyer or any third party in a way that they remain readily identifiable as Jordan & Co's property;

- 8.3.2. not destroy, remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 8.3.3. maintain the Goods in satisfactory condition and keep them insured for their full price from the date of delivery against all risks and hold the proceeds of insurance on trust for Jordan & Co and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

- 8.3.4. notify Jordan & Co immediately if it becomes subject to any of the events listed in condition 8.5; and

- 8.3.5. give Jordan & Co such information as Jordan & Co may reasonably require from time to time relating to the Goods and the ongoing financial position of the Buyer.

- 8.4. Subject to condition 8.7, the Buyer may resell the Goods before ownership has passed to it solely on the condition that any sale shall be on the Buyer's own behalf in the ordinary course of the Buyer's business at full market value and the Buyer shall deal as principal (not as Jordan & Co's agent) when making such sale. In such circumstances, title to the Goods shall pass from Jordan & Co to the Buyer immediately before the time at which resale by the Buyer occurs.

- 8.5. The Buyer's right to possession and resale of the Goods shall terminate immediately and all sums shall become due and payable immediately and the Buyer agrees that Jordan & Co shall have the right to rescind or terminate the Contract and/or to suspend any further deliveries under the Contract with immediate effect by giving the Buyer written notice if any of the following events, or Jordan & Co reasonably believes that any of the following events will, happen:
- 8.5.1. the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- 8.5.2. the Buyer encumbers or in any way charges any of the Goods or suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between Jordan & Co and the Buyer, or is unable to pay its debts or the Buyer ceases to trade.
- 8.6. Jordan & Co shall be entitled to recover payment for the Goods notwithstanding that title to any of the Goods has not passed from Jordan & Co.
- 8.7. Jordan & Co may at any time (before title passes) require the Buyer to deliver up all Goods in its possession which have not been resold or irrevocably incorporated into another product.
- 8.8. The Buyer grants Jordan & Co, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated or where Jordan & Co exercises its right under condition 8.7 above, to recover them.
- 8.9. Where Jordan & Co is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Jordan & Co to the Buyer in the order in which they were invoiced to the Buyer.
- 8.10. On termination of the Contract, howsoever caused, Jordan & Co's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

9. Part Exchange Vehicle

- 9.1. The provisions of this condition 9 apply if the Buyer has offered to sell to Jordan & Co a Part Exchange Vehicle in lieu of paying all or part of the Price. Where Jordan & Co agree to allow payment of all or part of the Price to be discharged by the Buyer selling to Jordan & Co the Part Exchange Vehicle, Jordan & Co will notify the Buyer of the amount of the Part Exchange Allowance. The Part Exchange Allowance is given and received and the Part Exchange Vehicle is delivered and accepted as part of the Contract (and not as a separate contract between the Buyer and Jordan & Co) on the terms set out in this condition 9. Where Jordan & Co agree to allow all or part of the Price of the Goods to be discharged by the provision of the Part Exchange Vehicle, the Buyer agrees to

deliver the Part Exchange Vehicle to Jordan & Co as part of the sale and purchase of the Goods and subject to the following further conditions:

9.1.1. The Part Exchange Vehicle:

- a) is owned only by the Buyer and is not subject to any encumbrances or arrangement with a third party where that third party has an interest in the Part Exchange Vehicle; or
- b) is the subject of a hire purchase agreement or other encumbrance (such as, but not limited to, a leasing agreement or loan secured against the Part Exchange Vehicle) with a third party which is capable of cash settlement by Jordan & Co in exchange for the transferring of ownership to Jordan & Co;

9.1.2. If condition 9.1.1.b) applies:

- a) after Jordan & Co have taken possession of the Part Exchange Vehicle, Jordan & Co will pay to such third party the amount required to release the Part Exchange Vehicle from such arrangement;
- b) the Buyer agrees that the Part Exchange Allowance will be reduced by an amount equal to the amount to be paid to such third party; and
- c) in the event that the amount to be paid to such third party exceeds the Part Exchange Allowance the Buyer agrees to pay to Jordan & Co the difference before the delivery of the Goods;

9.1.3. The Buyer has given Jordan & Co the opportunity to examine the Part Exchange Vehicle for the purpose of calculating the Part Exchange Allowance, such examination has taken place and the condition of the Part Exchange Vehicle as delivered to Jordan & Co before or at the time of delivery of the Goods is the same as that existing at the time of Jordan & Co's most recent examination (fair wear and tear excepted);

9.1.4. The Part Exchange Vehicle is delivered to Jordan & Co at its premises either before or at the time that the Goods are ready for delivery; and

9.1.5. The statements and representations made by the Buyer in relation to the Part Exchange Vehicle are accurate and complete in all material respects.

9.2. If the agreed Part Exchange Allowance exceeds the Price of the Goods, Jordan & Co will pay the Buyer the value of the excess amount by BACS transfer or such alternative payment method as may be agreed between the parties in writing. Any such payment shall be issued within a reasonable period after delivery to the Buyer of the Goods.

9.3. Risk in and ownership of the Part Exchange Vehicle shall pass to Jordan & Co on delivery of the Part Exchange Vehicle to Jordan & Co.

9.4. If ownership of the Part Exchange Vehicle passes to Jordan & Co on a date which is more than thirty days after the date of the Order, except when the delay is a direct result of Jordan & Co's act or default, Jordan & Co reserves the right to reduce the Part Exchange Allowance by an amount equal to 2.5% of the amount specified in the Order as the Part Exchange Allowance for each completed period of thirty days between the date of the Order and the date on which ownership of the Part Exchange Vehicle passes to Jordan & Co. This reduction represents Jordan & Co's

genuine estimate of the rate of reduction in the value to Jordan & Co of the Part Exchange Vehicle as a result of any such delay.

9.5. If any of the conditions set out in condition 9.1 are not fulfilled Jordan & Co may at its option recalculate the Part Exchange Allowance or immediately terminate the Contract or require the Buyer to pay the Price in full in without Jordan & Co buying the Part Exchange Vehicle from the Buyer.

9.6. In the event that the Contract is terminated for any reason and at the time of termination Jordan & Co have already accepted the Part Exchange Vehicle and paid any third party in accordance with condition 9.1.2.a), unless Jordan & Co agree otherwise in writing:

9.6.1. Jordan & Co shall not return the Part Exchange Vehicle to the Buyer; and

9.6.2. Jordan & Co shall not be liable to make any refund to the Buyer in connection with the Part Exchange Vehicle,

provided that if Jordan & Co sell the Part Exchange Vehicle within a reasonable period afterwards for a sum greater than the amount paid to the third party in accordance with condition 9.1.2.a) it shall pay to the Buyer the difference less its reasonable costs and expenses incurred.

10. Warranty

10.1. Jordan & Co warrants (subject to the other provisions of these Conditions) that upon delivery the Goods:

10.1.1. in respect of any Goods that are not used vehicles, will comply in all material respects with the description and any applicable specification for the Goods, subject to any qualification contained in any applicable specification; and

10.1.2. in respect of Goods which are used vehicles, will comply in all material respects with the description and any applicable specification for the Goods, subject to

a) any qualification contained in any applicable specification; and

b) any defect or other matter of the nature referred to in Condition 3.4 above which have been brought to the Buyer's attention by Jordan & Co or would otherwise have been reasonably apparent upon an inspection by the Buyer,

for a period of 12 months from the date on which the Vehicle was delivered to the Buyer.

10.2. Jordan & Co shall not be liable for a breach of either warranty in condition 10.1 unless:

10.2.1. the Buyer gives written notice of any defect to Jordan & Co within 5 Business Days of delivery; and

10.2.2. Jordan & Co is given a reasonable opportunity of examining the Goods and the Buyer (if asked to do so by Jordan & Co) returns the Goods to Jordan & Co's place of business for the examination to take place there.

10.3. Jordan & Co shall not be liable for a breach of either warranty in condition 10.1 if:

10.3.1. the Buyer makes any further use of the Goods after giving notice of any defect;

- 10.3.2. the defect arises because the Buyer failed to follow Jordan & Co's instructions as to the storage or use of the Goods or good trade practice;
 - 10.3.3. the Buyer alters, repairs or modifies the Goods without the prior written consent of Jordan & Co;
 - 10.3.4. the defect arises as a result of Jordan & Co following any specification supplied by the Buyer;
 - 10.3.5. the defect arises as a result of (a) any damage, negligence, abnormal storage or working conditions attributable to anyone other than Jordan & Co or its agents/contractors, or (b) as a result of fair wear and tear, accident, racing or misuse; or
 - 10.3.6. the Goods differ from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4. Subject to conditions 10.2 and 10.3, if any of the Goods do not conform with the warranty in condition 10.1, Jordan & Co shall at its option repair or replace such Goods or refund the price of such Goods at the pro rata Contract rate and shall have no further liability for breach of the warranty in condition 10.1 in respect of such Goods. If Jordan & Co so requests, the Buyer shall, at Jordan & Co's reasonable expense, return the Goods or the parts of such Goods which are defective to Jordan & Co.
- 10.5. These Conditions shall apply to any repaired or replacement Goods supplied by Jordan & Co.

11. Limitation of Liability

- 11.1. Subject to conditions 4 and 10, the following provisions set out the entire liability of Jordan & Co (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Buyer in respect of any:
- 11.1.1. breach of the Contract;
 - 11.1.2. use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 11.1.3. representation, statement or tortious act or omission, including negligence, arising under or in connection with the Contract.
- 11.2. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3. Nothing in these Conditions excludes or limits the liability of Jordan & Co:
- 11.3.1. for death or personal injury caused by the negligence of Jordan & Co or its employees, agents and subcontractors;
 - 11.3.2. for defective products under the Consumer Protection Act 1987;
 - 11.3.3. for any matter in respect of which it would be illegal for Jordan & Co to exclude or attempt to exclude its liability; or

11.3.4. for fraud or fraudulent misrepresentation.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 11.4

11.4. Subject to conditions 11.2 and 11.3:

11.4.1. Jordan & Co shall not be liable to the Buyer for any:

- a) loss of profit;
- b) loss of revenue or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of or damage to goodwill;
- f) loss of use or corruption of software, data or information; or
- g) any type of indirect or consequential or inconsequential loss or damage, costs, expenses or other claims for consequential compensation,

in each case whatsoever (howsoever caused) which arise out of or in connection with the Contract, including but not limited to any claim under tort (including negligence and breach of statutory duty) or under contract; and

11.4.2. in any event Jordan & Co's total liability to the Buyer for any and all claims arising under or in connection with the Contract, whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise, shall in all circumstances be limited to the Price of the Goods.

12. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from an event, circumstance or cause beyond that party's reasonable control (including, without limitation, acts of God, governmental actions, war, pandemic, epidemic, national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, lock-outs, strikes and other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers and inability or delay in obtaining supplies of adequate or suitable materials or ingredients, but excluding lack of available funds). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If such period continues for 90 days, either party may terminate the Contract with immediate effect by giving the other party written notice.

13. Insurance Products and the Financial Conduct Authority

13.1. In certain circumstances Jordan & Co will give the Buyer information in respect of insurance policies which are available to the Buyer in addition to the Goods and for which additional charges (not included within the Price) are payable. Jordan & Co note that the Financial Conduct Authority ("FCA") is responsible for regulating intermediaries in Jordan & Co's position, selling these types of general insurance policies. The Buyer acknowledges that Jordan & Co has explained to the Buyer the documentation relevant to insurance in respect of the Goods and that it is for the Buyer to decide

whether or not it wishes to complete the relevant documentation and/or purchase any insurance products from Jordan & Co or from any third parties introduced to the Buyer by Jordan & Co.

13.2. The Buyer also acknowledges receipt of a copy of the Initial Disclosure Document.

14. General

14.1. Each party shall keep the terms of the Contract and any information of a confidential nature which the other party discloses to it in connection with the Contract confidential (whether or not such information is expressly stated to be confidential) and will not use any such information for any purpose other than the performance of its obligations under the Contract.

14.2. The Buyer shall not assign, transfer or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Jordan & Co.

14.3. Jordan & Co shall be entitled to assign, subcontract and deal in any other manner with all or any of its rights and obligations under the Contract.

14.4. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

14.5. Failure or delay by Jordan & Co in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

14.6. Any waiver by Jordan & Co of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

14.7. Termination of the Contract (however arising) shall not affect any rights and remedies of either party that have accrued as at termination.

14.8. Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office (if a company) or principal place of business (in any other case), or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

14.9. Subject to conditions 14.2 and 14.3, nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions.

14.10. The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14.11. The Contract constitutes the entire agreement between the parties in respect of its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

14.12. Each party acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by the other party (whether innocently or negligently) which is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in the Contract.