

TECHNICAL INFORMATION SHEET**PERTAINING TO ALL GOODS & FORMING AN INTEGRAL PART OF THE CONDITIONS OF SALE****1 QUALITY OF ELECTRICAL SUPPLY & AIR SERVICES**

Standard mains tolerance of +/- 6%, for 3 phase operation in one of the following supply groups: 208/220/230V 50/60Hz; 380/440V 50Hz; 460/480V 60Hz (575V 60Hz available on request). Control voltage is 110V AC/24V DC. Maximum interruption of electrical supply allowed is 50 milliseconds.

Where air services are required for Cylindrical Grinding Machines, a clean air supply will be required adjacent to the machine position in your workshop. For the operating pressure for each model please contact our Customer Care Centre, Extn. 3040/3043.

2 ENVIRONMENTAL CONDITIONS

Maximum operating temperature, 35°C. Minimum operating temperature 10°C. Maximum relative humidity allowed, 90% non condensing. For best performance with respect to accuracy, the equipment should be installed in an environment free from draughts, rapid changes in temperature and external vibration.

3 FOUNDATIONS

In order to obtain the maximum stability necessary to remain consistently accurate, the foundation block must be laid as solidly as possible. It is recommended that the concrete foundation block extends at least 150mm (6") beyond the edge of the machine and is 300mm (12") deep. There must be no cracks or interruptions in the foundation block. The machine should be levelled by means of the jack bolts provided, with steel pressure plates interposed between the bolts and the concrete foundation. The level should be checked in both the longitudinal and transverse directions using a precision spirit level placed on the machine table.

4 SPECIAL APPLICATIONS

The equipment is designed to cover a wide range of general purpose machining operations with conventional tooling and non hazardous water based coolants. If the equipment is to be used for special customer applications (such as the grinding of materials likely to produce harmful dusts, mists or fumes), or with special tooling (such as CBN or diamond wheels), these should be discussed with our representative or agent as certain non-standard features may be recommended. All such special requirements must be stated in the order.

5 ACCEPTANCE TRIALS

The equipment is subject to rigorous inspection procedures, both during and after manufacture. A copy of the inspection certificate is supplied as standard. If however the equipment is required to produce a set of customer defined parts or test pieces, these must be clearly defined before an order is placed; price and delivery may be affected. Where special inspection equipment is required, the supply of such is the responsibility of the customer. In order to conform to ISO 9001 this must be supplied with a certificate of conformity. If such equipment is not available, agreement between the customer and Jones & Shipman Grinding Ltd. must be finalised prior to an order being placed.

6 GENERAL

All deviations from the above must be clearly stated in the order.

JONES SHIPMAN GRINDING LTD CONDITIONS OF SALE



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1.0 DEFINITIONS

- 1.1 "J&S" shall mean Jones & Shipman Grinding Ltd.
- 1.2 "Buyer" shall mean any person, firm or company to whom J&S agrees to supply Goods or Services.
- 1.3 "Goods" shall mean the goods to be supplied by J&S to the Buyer under the Contract.
- 1.4 "Services" shall mean the services to be provided by J&S to the Buyer under the Contract.
- 1.5 "Contract" shall mean the contract for the supply of the Goods and/or Services by J&S to the Buyer.
- 1.6 The headings in these Conditions are for convenience only and shall have no effect on the interpretation of the relevant Condition.

2.0 BASIS OF SALE

- 2.1 All Goods and Services supplied by J&S are supplied subject to these Conditions of Sale, which unless otherwise agreed in writing by J&S, will apply to the exclusion of any terms and conditions stipulated or referred to by the Buyer in its purchase order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
- 2.2 No Contract shall exist until J&S issues a written acknowledgement confirming the Buyer's purchase order, or otherwise indicates its acceptance of the Buyer's purchase order.
- 2.3 No change, variation or addition to the Contract or these Conditions of Sale will be binding unless it is in writing and accepted by J&S.
- 2.4 All brochures, drawings, photographs, illustrations, specifications, performance data, dimensions, weights and other technical information or descriptions and particulars concerning the Goods or Services are given by J&S in the belief that they are as accurate as is reasonably possible. They will not be treated as binding or forming part of the Contract and J&S will have no liability to the Buyer whatsoever if any such information is inaccurate in any way, unless J&S has specifically agreed otherwise in writing and then only to the extent that J&S has so agreed.
- 2.5 The employees, agents or distributors of J&S are not authorised to make any representations concerning the Goods or Services unless confirmed by J&S in writing.
- 2.6 In entering into the Contract, the Buyer acknowledges that it does not rely on any brochures, drawings, photographs, illustrations, specifications, performance data, dimensions, weights and other technical information or descriptions and particulars concerning the Goods or Services or any information relating thereto, made by any employee, agent or distributor of J&S except to the extent that they are confirmed in writing by J&S as forming part of the Contract.

3.0 QUOTATIONS, ORDERS AND SPECIFICATION

- 3.1 The Buyer will submit such specifications, instructions or designs as J&S would reasonably require to fulfil its obligations under the Contract, including but not limited to: the destination of the Goods and the regulatory position relating thereto, and safety, electrical and other standards. This will also enable J&S to determine to what extent proper servicing arrangements are in place and whether any conflict exists
- 3.2 In respect of any such specifications, instructions or designs submitted by the Buyer:-
 - (a) the Buyer will provide them to J&S within such timescale as J&S requires;
 - (b) their suitability and accuracy will be the Buyer's responsibility;
 - (c) the Buyer will indemnify J&S against any infringement or alleged infringement of any third party's intellectual property rights and any loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country, in so far as the loss, damage or expense arises as a result of the specifications, instructions or designs supplied by the Buyer.
- 3.3 J&S reserves the right to amend any error or omission on any quotation issued by J&S.
- 3.4 Subject to clause 4.2 prices stated in a quotation issued by J&S will be held for a period of 45 days or in the case of Goods which will be exported, 90 days, after which period the quotation will lapse.
- 3.5 J&S reserves the right to make any changes in the design or specification of the Goods, at any time and without notice where the changes are required to ensure that the Goods conform with any applicable safety or other statutory requirements or, where the Goods are being supplied to J&S's specification and the changes do not materially affect their quality or performance.
- 3.6 No purchase order which has been confirmed or accepted by J&S may be cancelled by the Buyer except with the agreement in writing of J&S and on terms that the Buyer will indemnify J&S in full against all loss including: the cost of labour (including overheads) and materials used, damages, charges and expenses incurred by J&S as a result of cancellation. Refunds of deposits received against confirmed or accepted orders are made only at the absolute discretion of J&S.
- 3.7 Where the Buyer intends that the Goods will be exported, it is the Buyer's responsibility to ensure that the Goods can freely enter the destination country.

4.0 PRICE

- 4.1 Unless otherwise agreed in writing and subject to clause 4.2, the price of the Goods will be J&S's Ex-Works (Incoterms 1990) list price current on the date of delivery, excluding packing. Where J&S agrees to deliver the Goods other than at J&S's premises, the Buyer will in addition, pay all charges including but not limited to: packing, transport, insurance, import duties and landing costs. The price of the Services will be such price as J&S and the Buyer agree at the time of entering into the Contract.
- 4.2 J&S reserves the right on giving notice to the Buyer to increase the price of the Goods or Services at any time prior to delivery of the Goods, or completion of the Services, to take account of any increase in the cost to J&S of supplying the Goods or Services which is due to either:
 - (a) any instruction or request by the Buyer including any change in the delivery or completion dates, performance trials, quantity, specification or nature of the Goods or Services which is requested by the Buyer;
 - (b) any error or inadequacy in any specification, instructions or designs provided by the Buyer; or
 - (c) any failure or delay of the Buyer in providing J&S with materials, (correct as to quantity and specification) or specifications, instructions or designs when requested; or
 - (d) any change of packing specification, mode of transport, insurance cover, or delivery address which is requested by the Buyer.
- 4.3 Unless otherwise agreed in writing, J&S will pack the Goods as J&S in its discretion considers appropriate in the light of the nature of the Goods and the method of transportation.
- 4.4 The price will be exclusive of applicable Value Added Tax and all other taxes and duties in respect of the Goods or Services, all of which will be paid by the Buyer.
- 4.5 In relation to any order accepted by J&S, there will be a minimum order value of £35 to which will be added applicable Value Added Tax.

5.0 PAYMENT

- 5.1 Unless otherwise agreed in writing and subject to satisfactory credit references, payment by the Buyer for the Goods will be:
 - 30% of the total order value as a Deposit with the purchase order;
 - 60% of the total order value payable 7 days prior to the notified date for despatch Ex-Works;
 - 10% balance within 30 days of the date of the final invoice issued when the Goods are despatched.Payment for the Services and for spares and accessories will be made within 30 days of the date of the invoice. For Exports, payment will be by Irrevocable Letter of Credit drawn at sight and on terms acceptable to J&S. All bank charges are to be paid by the Buyer.
- 5.2 The time of payment for the Goods and Services is the essence of the Contract.
- 5.3 If payment is not made when due, J&S may, without prejudice to any other rights, charge interest on the unpaid amount at the rate of 2% per month on a daily basis from its due date until payment is made in full.
- 5.4 The Buyer will not be permitted to set off amounts due, or withhold any payments claimed or due to J&S, under this Contract or any other contract.

6.0 DELIVERY DATE

- 6.1 Any despatch or delivery dates stated for the Goods, or any dates stated for commencement or completion of the Services, are given in good faith but are approximate only and J&S accepts no liability for loss or damage, either direct, indirect or consequential, resulting from any delay or failure to deliver the Goods or complete the Services, for any reason whatsoever, on the stated delivery or completion dates.
- 6.2 Any delay in delivering the Goods or completing the Services will not give rise to a right by the Buyer to treat the Contract as repudiated or to reject the Goods or cancel the Services.
- 6.3 If the Buyer refuses or fails to take delivery of the Goods at the time agreed between the Buyer and J&S, then delivery of the Goods will be effected forthwith at J&S's premises and J&S will be entitled, at its discretion, to store the Goods at the Buyer's risk. The Buyer will, in such circumstances, pay all costs and expenses of such storage and any additional costs of transport incurred.

7.0 DAMAGED GOODS

- 7.1 The Buyer will inspect the Goods following delivery and will notify J&S in writing, within three working days following delivery, if the Goods have been damaged in transit or if the incorrect quantity or specification of Goods have been delivered. In the case of non delivery the Buyer will notify J&S within seven working days of receipt of the invoice or other notification of despatch. Provided that J&S is notified within these periods and provided that J&S is satisfied that any damage occurred prior to delivery or that the incorrect delivery has been made, then it will at its option either:
 - (a) repair or replace the Goods or any part thereof; or
 - (b) give the Buyer a credit for an amount to be determined by J&S at its discretion.
- 7.2 J&S will have no liability under clause 7.1 if the Buyer does not notify J&S of the damaged Goods or incorrect or non delivery within the periods specified.
- 7.3 J&S will have no further or other liability to the Buyer whatsoever other than as stated in clause 7.1. In particular but without limitation, J&S will have no liability for any consequential loss arising out of any damaged Goods or incorrect delivery or non delivery.

8.0 RETURNS, CREDITS AND EXCHANGES

- 8.1 Other than in respect of those damaged or defective Goods for which J&S accept responsibility under these Conditions of Sale, J&S will not accept any responsibility for Goods returned, unless they are adequately packed, accompanied by a detailed packing note referring to the original order and consigned carriage paid. Goods supplied as ordered may not be returned for credit or exchange without prior consent. Such consent will not normally be withheld for small quantities of stock items but a handling charge of 10% plus the cost of test and rectification work, if the Goods are not in a saleable condition, will be applied. Custom made and non-stock Goods will not be credited or exchanged.

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JONES SHIPMAN GRINDING LTD CONDITIONS OF SALE



9.0 TITLE AND RISK

- 9.1 Unless otherwise agreed in writing, delivery will be Ex-Works (Incoterms 1990). The Buyer therefore undertakes to accept the transfer of risk and to arrange to hold the Goods insured from the time that the Goods are placed at the Buyer's disposal.
- 9.2 If it is agreed that delivery of the Goods will take place at a location other than J&S's premises, then risk of loss and damage to the Goods will pass to the Buyer immediately following the delivery of the Goods to the Buyer's usual place for the delivery of Goods at such location. Unless otherwise agreed, J&S will not accept any responsibility for taking the Goods from that usual place of delivery and positioning them, either at the place where they are to be used or elsewhere.
- 9.3 The Buyer will be deemed to have accepted the Goods when they are delivered by J&S to the Buyer at the agreed place of delivery.
- 9.4 Until payment is received in full the following provisions shall apply to all Goods which J&S agrees to supply to the Buyer under the Contract. No failure by J&S to enforce strict compliance by the Buyer with such provisions shall constitute a waiver thereof and no termination of the Contract will prejudice, limit or extinguish J&S's rights under this clause.
- (a) Upon delivery of the Goods the Buyer will hold the Goods solely as bailee for J&S and the Goods will remain the property of J&S until such time as the Buyer shall have paid to J&S and J&S shall have cleared funds for the full purchase price thereof. In addition, J&S shall be entitled to recover the Goods or any part thereof and, for the purpose of exercising such rights, the Buyer hereby grants a licence to J&S, its employees and agents to enter upon the Buyer's premises and any other location where the Goods are situated and recover the Goods.
- (b) The Buyer will maintain a record of the Goods such that they can be clearly identified as the property of J&S and will keep the Goods separate from those of the Buyer and third parties and properly stored
- (c) The Buyer is hereby granted a licence by J&S to incorporate the Goods in any other products.
- (d) The licence granted under sub-clause (a) shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or goods to which they have been attached, pursuant to the licence granted under sub-clause (c) hereof.
- (e) The Buyer is hereby licensed to sell to a third party the Goods and any products incorporating any of them, on condition that the Buyer informs its customer of the provisions of sub clauses (a) to (d) hereof. The Buyer acts as J&S's bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of sale, hold the amount due to J&S as trustee and agent for J&S and will pay the same to J&S
- (f) The Buyer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to the Buyer. In the event of any loss or damage occurring whilst the Goods remain the property of J&S, the Buyer will immediately on receipt of the insurance monies, remit to J&S the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted, shall hold such amount as trustee and agent for J&S.
- (g) The licences granted under sub-clauses (c) and (e) above shall be terminable forthwith at any time upon notice by J&S to the Buyer.
- 9.5 If the Buyer enters into, or does anything to enter into: an agreement with its creditors, liquidation, receivership, administrative receivership or administration, it must give immediate written notice to J&S and surrender possession to J&S of any Goods supplied which are not paid for in full.
- 9.6 Nothing in this clause will prevent J&S from suing for the price when due.
- 9.7 The Buyer will not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of J&S. If the Buyer does so, all monies owed by the Buyer to J&S will, without prejudice to any other right or remedy of J&S, forthwith become due and payable.

10.0 WARRANTIES

- 10.1 J&S warrant to the Buyer that subject to clause 10.2:-
- (a) the Goods will correspond with any capacity, performance, specification or other description which J&S has agreed in writing will form part of this Contract in relation to the supply of such Goods; and
- (b) The Goods will be free from defects in or arising from faulty or incorrect design, workmanship, parts or materials for a period ending either twelve months from the date of installation of the Goods with the original end user or fifteen months from the date of delivery of the Goods to the Buyer (whichever ends first).
- (c) the Services will be provided with reasonable skill and care.
- 10.2 The warranty in clause 10.1 will not apply and J&S will have no liability to the Buyer whatsoever:-
- (a) unless any defect in the Goods is notified to J&S in writing within a reasonable time after such defect is discovered and in any event within one month of discovery; or
- (b) in respect of any defect in internal grinding spindles (which will be covered by a separate replacement scheme); or
- (c) in respect of defects in the Goods caused by fair wear and tear, neglect, misuse or improper adjustment; or
- (d) in respect of defects in the Goods caused as a result of any failure to use the Goods strictly in accordance with any instructions, user manuals or recommendations of J&S (and in particular but without limitation any Technical Information sheet issued by J&S at the time of or prior to the confirmation or acceptance of the Buyer's purchase order) or within any tolerances, capacity limits or other specifications of the Goods laid down by J&S whether orally or in writing; or
- (e) in respect of defects in the Goods arising as a result of drawings, designs or specifications supplied by the Buyer; or
- (f) if the total price of the Goods has not been paid by the Buyer; or
- (g) if the Goods have been repaired by any party other than J&S, abused, improperly installed or otherwise misused or damaged in any way; or
- (h) if the Buyer fails to comply with clause 10.3 or 10.5.
- 10.3 If the Buyer notifies J&S that the Goods or Services fail to comply with the warranties in clause 10.1 then the Buyer will allow J&S reasonable opportunity to inspect the Goods in order to ascertain whether they fail to comply. The Buyer will allow the employees or agents of J&S access for the purpose of examination, repair and/or modification of the Goods or Services
- 10.4 Provided that J&S is satisfied following inspection of the Goods or Services that they fail to comply with clause 10.1, J&S will at its discretion either:-
- (a) refund the purchase price of the Goods or Services; or
- (b) replace the Goods or any component parts; or
- (c) carry out such repairs, modifications or alterations to the Goods as may be necessary; or
- (d) carry out or re-perform such Services as may be necessary.
- 10.5 The Buyer will if required by J&S, return any defective Goods at the Buyer's cost to J&S or any third party nominated by J&S.
- 10.6 If J&S elects to repair or replace any defective Goods under clause 10.4, it will at its cost redeliver the repaired or replacement Goods to the Buyer at the location from which the defective Goods were returned. These Conditions of Sale will apply to any such repaired or replacement Goods, except that the warranty period specified in clause 10.1 to apply to such Goods, will be calculated from the date of installation or delivery of the original Goods supplied and not the installation and delivery of the repaired or replacement Goods.
- 10.7 J&S will have no other, or further liability, to the Buyer whatsoever, in respect of any loss or damage sustained by the Buyer arising from or in connection with any failure of the Goods or Services to comply with the warranties in clause 10.1, however such non compliance arose.
- Subject to the foregoing and with the exception of the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982 (implied warranties as to Title to goods) all conditions warranties terms and undertakings express or implied, statutory or otherwise in respect of the Goods and Services are hereby excluded.

11.0 LIMITATION OF LIABILITY

- 11.1 Subject to the liabilities accepted in clause 11.3, J&S shall not be liable to the Buyer in respect of any loss or damage incurred by the Buyer arising as a result of the negligence of J&S or the negligence of its
- 11.2 J&S shall not be liable to the Buyer for loss of profits, goodwill or any type of special interest or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such losses were reasonably foreseeable or J&S had been advised of the possibility of the Buyer incurring the same, whether such losses arose as a result of a breach of Contract by J&S or as a result of the negligence of J&S or its employees or agents or in any other way.
- 11.3 J&S accepts liability with respect only to the following in relation to the supply of the Goods or Services:-
- (a) liability in respect of death or personal injury arising from the negligence of J&S or its employees.
- (b) Subject to clause 11.2, liability limited to £1 million per occurrence, in respect of J&S's liability for causing damage to property (including the Goods) arising from the negligence of J&S or its employees.
- (c) Liability under the Consumer Protection Act 1987.

- 11.4 If a number of events give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these clauses.

12.0 FORCE MAJEURE

- 12.1 J&S will not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of J&S's obligations under the Contract, if the delay or failure was due to any cause beyond J&S's reasonable control, including without limitation any strikes, lock-outs or other industrial action or trade disputes (whether involving employees of J&S or of a third party).

13.0 INDEMNITY

- 13.1 The Buyer will indemnify J&S from and against all damages, losses, costs and expenses (including loss of profits) whether direct or indirect, special, consequential or otherwise arising out of or in any way (a) the use by J&S of any specifications, instructions or designs supplied by the Buyer; or
- (b) any improper use of the Goods by the Buyer or its employees or agents; or
- (c) any breach by the Buyer of its obligations under this Contract; or
- (d) any negligence or wilful default of the Buyer or its employees or agents.

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14.0 CONFIDENTIALITY

14.1 All technical data, drawings, reports, documents and information whatsoever which J&S submits to the Buyer in connection with the Contract are deemed to be confidential and must not be copied or disclosed to any person (other than employees of the Buyer or the Buyer's professional advisers) without the express written consent of J&S being obtained in advance and in any event, upon the condition that a similar restriction is imposed on such person. The Buyer will ensure that any employee or professional adviser to whom such technical data, drawings, reports, documents and information is disclosed, maintains its confidentiality and does not copy it or disclose it to any person.

15.0 INTELLECTUAL PROPERTY RIGHTS

15.1 So far as J&S is aware, the Goods do not infringe any existing intellectual property rights, including but not limited to patent, design, trademark, copyright or any other industrial rights but no warranty, express or implied is given in respect of any such infringement. However, in the event of any claim being made or action being brought against the Buyer in respect of any infringement of intellectual property rights by the use or sale of the Goods, the Buyer will notify J&S immediately and J&S may, at its own expense, conduct through its own lawyers and experts, all negotiations in settlement of the same or any litigation

16.0 TERMINATION

16.1 J&S will, without prejudice to any other right or remedy available to J&S, and by giving notice in writing to the Buyer, be entitled to suspend or cancel any uncompleted part of the Contract or any other contract with the Buyer or stop any Goods in transit or require any payment in advance or satisfactory security for further deliveries under the Contract in the event that:

- (a) the Buyer defaults in any payment or is otherwise in breach of its obligations to J&S under the Contract or under any other contract with J&S; or
- (b) the Buyer makes a voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes subject to an administration order or (being a company) goes into liquidation; or
- (c) an encumbrancer takes possession of, or a receiver is appointed over any of the property or assets of the Buyer; or
- (d) the Buyer ceases, or threatens to cease to carry on business; or
- (e) J&S has reasonable cause to believe that any of these events is likely to occur and notifies the Buyer accordingly.

17.0 ASSIGNMENT

17.1 The Buyer will not assign or transfer or purport to assign or transfer the Contract or the benefit of it to any other person without the written consent of J&S.

18.0 PERFORMANCE

18.1 J&S is entitled to arrange for its obligations under these conditions to be performed by a duly appointed Agent or Distributor or other person acting for J&S.

18.2 J&S reserves the right to sub contract the manufacture of all or any part of the Goods or the provision of the Services to a third party.

19.0 WAIVER

19.1 The failure of J&S to insist upon strict performance of any of the terms or conditions of the Contract will not be construed as a waiver of any such terms or conditions and will in no way affect the right of J&S to enforce such provision later.

20.0 SEVERABILITY

20.1 If any of these Conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question, will not be affected thereby.

21.0 GOVERNING LAW

21.1 The construction, validity and performance of the Contract will be governed by English law and the parties will accept the jurisdiction of the English courts.

22.0 THESE GOODS ARE BEING SUPPLIED TO YOU FOR USE WITHIN THE EU/ SPECIFIC COUNTRY IF THEY ARE SOLD OR RE-EXPORTED BY YOU, OUTSIDE OF THE EU/ SPECIFIC COUNTRY AN EXPORT LICENCE MAY BE REQUIRED"

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