



## JUB Systems UK Ltd – Terms and Conditions of Sale

**Correspondence address:** 187 Scudamore Road, Leicester, LE3 1UQ

**Registered Office:** 1 Brook Park, Gaddesby Lane, Rearsby, Leicester, England, LE7 4ZB

**Company Number:** 06551035 / **VAT Number:** 889 5048 64

### 1. Interpretation

**Buyer** – the person, firm, or company purchasing Items from the Seller as identified in the Order.

**Conditions** – these terms and conditions, as amended from time to time.

**Contract** – the agreement between the Seller and the Buyer for the sale and purchase of Items incorporating these Conditions.

**Items** – the goods or deliverables described in the Order.

**Order** – the Buyer's written request (including purchase orders or other written instructions) for Items.

**Seller** – JUB Systems UK Ltd (Company No. 06551035), registered at 1 Brook Park, Gaddesby Lane, Leicester, England, LE7 4ZB.

**General Terms of Warranty** – the Seller's published warranty terms applicable to the Items, as in force on the Order date.

**We/Our/Us** – means the Seller.

References to “**writing**” include email but exclude instant messaging or social media.

### 2. Application of Conditions

2.1 These Conditions form the entire Contract between the Seller and the Buyer and supersede any previously issued terms and conditions of supply.

2.2 Any terms proposed by the Buyer that are inconsistent with these Conditions will be rejected. No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification, or any other document issued by the Buyer will form part of the Contract, unless expressly agreed in writing by a duly authorised signatory of the Seller.

2.3 No variation to these Conditions, or an Order once accepted, will be binding unless expressly agreed in writing and signed by an authorised signatory of the Seller.

### 3. Orders & Formation of Contract

3.1 Each Order constitutes an offer by the Buyer to purchase Items in accordance with these Conditions. Purchase Orders should be emailed to [orders@jub.org.uk](mailto:orders@jub.org.uk)

3.2 The Seller may accept or reject any Order, in whole or in part, at its sole discretion.

3.3 Any quotation by the Seller for the provision of items will be deemed to be an invitation to treat only (and shall not be an offer) by the Seller to supply items on and subject to these conditions, and will be valid for 28 days from the date of issue.

3.4 Prices are based on costs at the quotation date, and we reserve the right, with 7 days' notice, to advise of material changes for an extra cost.

3.5 A Contract will be formed upon the earlier of: (a) the Seller issuing a written acceptance of the Buyer's Order, or (b) the execution of a written agreement by both the Seller and the Buyer.

3.6 The Seller trades only on these Conditions. Accordingly, these Conditions supersede, take precedence over and replace any terms you provide, which for the avoidance of doubt are hereby excluded, rejected, and will not apply in any event, even if we proceed with the Order.

### 4. Payment

4.1 Payment is due in full within 30 days net and must be made without abatement, withholding, set off, or counterclaim unless otherwise agreed in writing.

4.2 If payment is overdue, the Seller may:

- a) Send a written reminder with a statement of the outstanding balance;
- b) If still unpaid, issue a written final notice to the Buyer by both email and post, advising that failure to pay within the stated period may result in referral to debt recovery agents;
- c) If unpaid after the final notice deadline, refer the matter to debt recovery agents.



4.3 If an overdue account is referred to debt recovery agents, the Buyer will be responsible for all reasonable costs and expenses incurred by the Seller in recovering the debt.

4.4 Interest on overdue amounts will be charged at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until payment is received in full, both before and after any court judgment.

4.5 Prices are based on costs at the quotation date, and we reserve the right, with 7 days' notice, to advise of material changes for an extra cost.

4.6 The Seller reserves the right to suspend further deliveries or performance under any Contract while payment is still overdue.

4.7 The Seller reserves the right to require credit references, deposits, or payment guarantees before accepting orders from new customers or when creditworthiness is in doubt.

## 5. Delivery & Risk

5.1 Any delivery or collection dates given are estimates only. Time for delivery or collection is not of the essence; a delay will not entitle the Buyer to cancel the Order or claim damages, unless otherwise agreed upon in writing.

5.2. Risk passes to the Buyer upon delivery or collection. Title to the Items remains with the Seller until payment in full has been received, and the Seller may, if necessary, enter the Buyer's premises to recover the Items in the event of non-payment.

5.3 Deliveries will be made to the nearest hardstanding point accessible by delivery vehicle unless otherwise agreed. The Buyer is responsible for offloading, safe storage, and protection of goods.

## 6. Returns & Refunds

6.1 Items can only be returned or refunded in line with these Conditions, and where applicable, the General Terms of Warranty.

6.2 If an item is damaged during shipping, a replacement will be provided at no cost, subject to written notification within 2 days of delivery and supported by clear photographic evidence to [info@jub.org.uk](mailto:info@jub.org.uk)

6.3 The Buyer must consider the description of the Item before requesting a return or refund. Where the Item matches the description provided by the Seller, no return or refund will be due except as required under the General Terms of Warranty or agreed in writing by the Seller.

6.4 Installed Items are not returnable. Any agreed remedy for a defect will be managed strictly in accordance with the General Terms of Warranty and will be limited to supplying replacement materials only, except where the Seller has agreed otherwise in writing.

6.5 Exchanges may be offered at the Seller's discretion on a case-by-case basis, provided they do not conflict with the General Terms of Warranty.

6.6 Custom-tinted, bespoke, or made-to-order products are non-returnable.

## 7. Cancellations & Amendments

7.1 Orders may only be cancelled or amended with the Seller's prior written agreement.

7.2 Any request for cancellation or amendment must be made in writing, quoting the Order number, and sent directly to [orders@jub.org.uk](mailto:orders@jub.org.uk)

7.3 Orders cannot be cancelled once production or shipment has begun unless the Seller agrees otherwise in writing.

7.4 Any amendments approved by the Seller may incur added costs, which will be confirmed in writing before going ahead.

## 8. Invoice Queries

8.1 The Buyer must notify the Seller in writing of any invoice queries within 14 days of receipt and send them to the Accounts Team, 187 Scudamore Road, Leicester, LE3 1UQ, or by email to [info@jub.org.uk](mailto:info@jub.org.uk)

## 9. Termination

9.1 The Seller may terminate the Contract immediately by written notice if the Buyer:

- Commits a material breach of the Contract and, where the breach is capable of remedy, fails to remedy it within 10 days of written notice; we reserve the right to apply additional rights for repeated breaches.
- Becomes insolvent, enters liquidation, has a receiver or administrator appointed, or ceases (or threatens to cease) trading.

9.2 Termination does not affect any rights or obligations that have accrued up to the date of termination.

## 10. Health & Safety

10.1 Once delivered or collected, the Buyer is responsible for safe storage, handling, installation, and use of products and systems.

10.2 The Seller is not responsible for injury, loss, or damage from misuse, failure to follow guidance, or non-



compliance with laws, regulations, or standards.

10.3 Failure to follow the Seller's safety or product guidance may void the warranty.

10.4 The Buyer must ensure that all contractors engaged in the installation of the products and systems are competent and appropriately trained.

10.5 Nothing in these Conditions excludes or limits any liability which cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

### **11. Buyer & Project Professional Responsibilities**

11.1 The Buyer is responsible for ensuring that the systems and products are appropriate for their intended use, project, or application. This includes consulting qualified architects, designers, engineers, or contractors when necessary.

11.2 The Buyer and/or their appointed duty holders (as defined under the Building Safety Act 2022) must ensure that the Items are specified, designed, and installed strictly in accordance with:

- a) all applicable laws, regulations, and industry standards;
- b) the Manufacturer's certification requirements together with the Seller's published technical guidance and
- c) where Items are supplied for use in Higher-Risk Buildings (as defined under the Building Safety Act 2022), full compliance with all duties, approvals, and procedures required under the higher-risk building regime.

11.3 The Seller acts solely as a system supplier and warranty administrator. The Seller does not act as designer, principal designer, contractor, or statutory duty holder under the Building Safety Act 2022.

11.4 The Seller's technical data and literature relate only to JUB systems and products and are provided for general reference. They do not constitute project-specific design advice. The Seller accepts no responsibility for design decisions, system integration, or installation work carried out by others, except as expressly provided under the General Terms of Warranty.

### **12. Warranty**

12.1 All warranties applying to the Items are those published by the Manufacturer and are administered in the United Kingdom and Ireland by the Seller, which holds full rights of recourse with the Manufacturer.

12.2 The General Terms of Warranty are incorporated into these Conditions. The version in force on the Order date will apply. The version in place on the Order date will apply. Copies are available upon request or through the seller's website.

12.3 No warranties, express or implied, apply other than those stated in the General Terms of Warranty or required by law.

12.4 Any defect-related claim will be managed strictly under the General Terms of Warranty. Remedies are limited to supplying replacement materials only, except where the Seller has expressly agreed otherwise in writing.

### **13. Limitation of Liability**

13.1 Except where the law prohibits such limits, the Seller's total liability under or in connection with the Contract will not exceed the total price paid by the Buyer for the Items supplied under that Contract.

13.2 The Buyer recognises that the Seller acts as the licensed distributor of JUB products in the United Kingdom and Ireland, and that the Manufacturer is the system holder and warranty provider, against whom the Seller retains full rights of recourse. The Seller's liability is limited to:

- a) supplying items in line with the Manufacturer's specifications, technical guidance, and certification requirements.
- b) administering warranty claims in accordance with the Manufacturer's published warranty procedure.

13.3 The Seller will not be liable for:

- a) Loss of profit, revenue, or business;
- b) Any indirect or consequential loss;
- c) Any losses arising from the Buyer's or installer's failure to follow the Manufacturer's technical guidance, certification requirements, or applicable laws and regulations;
- d) Any system performance claims outside the scope of the Manufacturer's published warranty.

13.4 The buyer will indemnify and hold the Seller harmless against any claims, damages, expenses or losses arising out of

- a) the Buyer's failure to properly install the product or system.
- b) the Buyer making a modification or design decisions against the Seller's guidance.

13.5 The Seller's liability is expressly limited to product supply only. All installation, design integration, and system performance responsibilities rest with the buyer and their contractors.

13.6 Nothing in these Conditions limits or excludes liability for death or personal injury caused by negligence, fraud, or any other matter where liability cannot be excluded by law.

13.7 In the event of any claim, notice must be given in writing within 12 months from the date of breach.

### **14. Force Majeure**

The Seller shall not be responsible for delays or failures caused by events beyond its reasonable control, including,



but not limited to, strikes, transportation disruptions, supply chain disruptions, raw material shortages, energy supply interruptions, cybersecurity incidents, extreme weather, or government actions. The Seller may suspend performance and extend delivery dates accordingly, without incurring liability for any resulting delays or costs.

#### **15. Governing Law & Jurisdiction**

The laws of England and Wales govern this Contract. Both parties agree that disputes will be resolved in the courts of England and Wales.

#### **16. Complaints**

16.1 We aim to address any concerns promptly and fairly. If you have a complaint about the Items or our service, please contact our support team at [info@jub.org.uk](mailto:info@jub.org.uk) or call 0845 688 9866.

16.2 If the complaint concerns an issue covered by the General Terms of Warranty, it will be managed in accordance with those terms.

16.3 Complaints not related to the warranty will be dealt with separately, without affecting any statutory rights that may apply.

#### **17. Amendments to Conditions**

17.1 The Seller may revise these Conditions periodically. The most recent version will be available upon request and will govern all new Orders from the effective date. The version in effect on the date of Order acceptance will apply to that Order. No amendment will affect Orders already accepted unless both parties agree in writing.

#### **18. Confidentiality**

Each party shall keep confidential any non-public information received from the other party in connection with this Agreement and shall use it only for this Agreement. Details can be shared with the company Directors, employees, and professional advisors who have a need-to-know basis. This obligation shall not apply to publicly available information, already lawfully known, received from a third party without restriction, or independently developed. It also does not prevent disclosure where required by law or regulation.

#### **19. Intellectual Property**

All intellectual and industrial property rights belong exclusively to the Company, such as design rights, trademark rights, copyrights, patent rights, domain name rights, trade secrets and other (semi) intellectual property rights, packaging, source code, preparatory material and the naming thereof, and everything that the Company develops, relating to the Products supplied.

#### **20. Data Protection**

20.1 Both parties shall comply with all applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018 (“Data Protection Laws”).

20.2 Where the Seller may collect and process personal data relating to the Customer and its personnel for the purposes of performing this Agreement, complying with legal obligations, and managing the trading relationship. The Seller will process such data lawfully, fairly, securely, and only for as long as necessary to fulfil these purposes.

#### **21. Anti Assignment**

The Buyer may not assign, transfer or subcontract any rights or obligations under this Contract without the Seller's prior written consent.