

## **JF HUDSON LTD – WARRANTIES POLICY FOR THE SALE OF GOODS AND SERVICES**

### **Definitions**

<b>Buyer</b>	the person who buys or agrees to buy the goods from the Seller.
<b>Commercial Unit</b>	a unit of Goods which cannot be divided without reducing its overall value or damaging the character of the unit
<b>Conditions</b>	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.
<b>Goods</b>	the articles which the Buyer agrees to buy from the Seller.
<b>Parties</b>	the Buyer and Seller
<b>Party</b>	either the Buyer or the Seller
<b>Price</b>	the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
<b>Seller</b>	means JF Hudson Ltd of Ruswick Grange, Newton le Willows, Bedale, North Yorkshire. DL8 1TG

### **Warranties and Liability**

1.1 Subject to the following provisions, the Seller will pass to the Buyer the benefit of the manufacturer's warranty on the Goods in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. If the Goods are second hand, no warranty is given by the Seller unless expressly agreed in writing between the Seller and the Buyer.

1.2 For Goods which have been serviced by the Seller, the Seller warrants that the Goods will be free from defects in workmanship for a period of 30 days or for the number of the average hours used by a machine from the date of delivery whichever is sooner during which time the Seller will rectify any fault or failure free of charge. After this period of time the Seller reserves the right to charge for any repairs.

1.3 The Seller reserves the right to recover from the Buyer any costs in excess of the manufacturer's contribution for work carried out in the warranty period or outside the warranty period in 10.1 and 10.2 above.

1.4 The above warranty is given by the Seller subject to the following conditions:

- 1.4.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 1.4.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 1.4.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

1.5 The Seller warrants to the Buyer that the Goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose made known to the Seller in Writing at the time of placing the order, will correspond with any relevant specification or sample, and will comply with all statutory, UK and E.U. requirements and regulations relating to the sale of the Goods.

1.6 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Terms.

1.7 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer. Where it is able to do so but without any obligation and at its own expense, the Seller will provide alternative Goods for the Buyer's use while the Goods purchased by the Buyer are being replaced or repaired.

1.8.1 Nothing in these terms and conditions of sale excludes or limits the Seller's liability for death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987.

1.8.2 The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit

or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer.

1.8.3 The entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

1.9 The warranty in clause 10.1 is only available in respect of work carried out by the Seller to parts supplied by the Seller. Any customer or third party labour on parts will invalidate the warranty and will not be admissible in a warranty claim unless carried out by an authorised manufacturer's dealer.

1.10 The Seller shall 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 the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

1.10.1 Act of God, explosion, flood, tempest, fire, accident or disease or threat of disease;

1.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

1.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

1.10.4 import or export regulations or embargoes;

1.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

1.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

1.10.7 power failure or breakdown in machinery;

1.10.8 failure by any of the Seller's suppliers to supply the Goods or any part of them.