



JSW Electrical Ltd Terms & Conditions (“Terms”)

1. Words and Phrases

“Business Day” means a day that is not a Saturday, Sunday or public holiday in the place where the Services are principally being carried out.

“Customer”, “You” and “Your” mean the person or persons and/or company to which we are providing Services.

“Customer’s Equipment” means the equipment or material belonging to you, or for which you request us to provide services.

“Goods” means any goods or materials supplied by us and our suppliers.

“JSW”, “We”, “Us” and “Our” mean JSW Electrical LTD and its employees and representatives.

“Quote”, “Quotation” or “Price”

“Estimate” JSW may give estimates of the cost of completing the work. Estimates are not quotes or caps on our fees and are provided solely for the purpose of indicating to you the likely overall cost of the services. In the event that the actual fees that are chargeable on a day rate basis and exceed the estimate, JSW shall be entitled to recover from you the fees in full.

“Services” means the electrical and associated services relating to the Customer’s Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

2. Incorporation of Conditions

a) These Terms apply to all transactions between the Customer and JSW relating to the provision of goods and services, including all quotations, contracts and variations.

b) These Terms take precedence over Terms contained in any document of the Customer or elsewhere including oral instructions.

c) The variation or waiver of a provision of these terms or a party’s consent to a departure from a provision by another party is ineffective unless in writing signed by both parties.

d) JSW may amend any details in a Quote by notice in writing (including by email) to the Customer.

e) If the Customer (or any person acting on behalf of the Customer or purporting to act on behalf of the Customer) instructs JSW or continues to instruct JSW or allows JSW to provide any Goods or Services in connection with any matter or project following the receipt by any of those persons of these Terms and any Quote, the Customer shall be deemed to have acknowledged and accepted these Terms and the Customer shall be legally bound by these Terms.

f) Where we provided work for the Customer on a matter or project, any future instructions shall be completed on the basis of and subject to these Terms.

g) These Terms and any Quotes and written variations agreed to in writing by the Supplier represent the whole agreement between the parties relating to the subject matter of these terms.

3. Quotations/Prices/Estimates/Day Rates

a) Our quotation provides an indication to you of the items on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.



- b) A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable, and may offer you a reconditioned or new substitute on terms to be agreed. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.
- c) Provided your order is placed within sixty days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.
- d) If JSW carries out the work prior to the acceptance of the quote and the Customer does not expressly in writing request JSW to stop the instruction then the Customer shall be held to have accepted the quote and these terms of business.
- e) If delivery and/or performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses we incur.
- f) We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime. Call out fees may be applicable.
- g) The specifications and descriptions contained in the quote may represent a general idea of the product or service and JSW reserves the right to make any changes to these materials that do not affect the purpose of the product.
- h) JSW reserves the right to amend any quote before the order has been completed to take into account any rise or fall in the cost of completing the order. JSW will notify the Customer of any amendment as soon as practicable, at which point the amended quote will be an estimate.
- i) JSW may give estimates of the cost of providing their services. Estimates are not quotes or caps on our fees and are provided solely for the purpose of giving an indication of the likely overall cost of the services. In the event that the actual fees chargeable on a day rate basis exceed the estimate, JSW shall be entitled to the fees incurred in full.
- k) In the event that we are asked to provide services or materials that is outside a Quote of that expressly quoted for in writing, we retain the right to charge additional fees.
- l) When our fees are based on our day rates, we reserve the right to charge higher than usual hourly rates or apply an uplift if either the nature of the work or the applicable deadlines justify this. Day rates vary between employees and are available on request.
- m) The Customer may request that the quote be varied by providing a request to JSW either verbally or in writing (including by email).
- n) If the Customer wishes to vary its requirements after a quote has been prepared or after the placement of an order, JSW reserves the right to vary the quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates which are set out below. A revised Quote issued by JSW in respect of the requested variation supersedes the original Quote.

4. Work on Site

- a) If the Services are to be carried out on your premises or at your request at some other site we will need free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site. We may also require additional facilities to carry out the Services such as electricity. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.



- b) The Customer must provide reasonable access to the site in order for JSW to carry out the work.
- c) If JSW arrives at the site and are unable to gain access, additional charges may apply.
- d) The Customer must remove any items from the vicinity of where the work is to be undertaken at JSW's request.
- e) All leftover material is the property of JSW, unless otherwise agreed upon between JSW and the Customer.
- f) In any case where, the Customer's property is damaged by JSW, as a result of negligence by JSW, due to the work being undertaken according to the specifics outlined in the agreement, JSW shall make good of the loss or damage.
- g) JSW is not required to make good of any loss or damage where the loss or damage is caused by the Customer's negligence or where the Customer has failed to take reasonable steps to minimise the risk or damage.

5. Goods and Materials

- a) JSW ensures that the materials used are as provided by the manufacturer and carry a warranty. The duration of warranty depends on the material.
- b) JSW does not cover any damage or loss incurred as a result of a defective part. The manufacturer provides warranty on products according to their terms.
- c) In the event that there is an electrical issue on the product that the Customer has supplied, the Customer will bear labour costs.
- d) Warranty applies only once the invoice is paid in full.
- e) The products supplied to the Customer pursuant to these Terms do not pass to the Customer until all money (including money owing in respect of other transactions between JSW and the Customer) due and payable to JSW by the Customer have been fully paid.
- f) The Customer agrees JSW may repossess the products if payment is not made within 14 days of the supply or the products.
- g) All information, specifications and samples provided by JSW in relation to the Goods or Services are approximations only and small deviations or slight variations from them which do not substantially affect the Customer's use of the Products or Services will not entitle the Customer to reject the Products or service, or to make any claim in respect of them.
- h) Any advice, recommendation, information, assistance or service given by JSW in relation to products, goods, materials and/or services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability. JSW does not accept any liability or responsibility for any loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance or service.

6. Invoices and Payments

- a) JSW may in its absolute discretion, issue an invoice to the Customer in any one or more of the following ways: prior to commencing the provision of the goods or services, for an amount equal to the quote and additional charges where JSW has not previously carried out work for the Customer; at the end of each week or month before the order is completed, JSW may issue one or more invoices for a proportion or the whole of the amount of the quote.
- b) Unless requested by you, invoices will be submitted by email only.
- c) The amount payable in an invoice is as per the quote and any additional charges.
- d) Invoices will be due for payment 14 days from the day on which we despatch the invoice to you. All payments will be in pounds Sterling.



- e) If you have failed to pay us any amount which you owe us or for any reason refuse to pay any monies which you owe us or which we have issued an invoice in relation to, we may use any money you hold with us, being monies on account or transaction monies held for you for any purpose, to reduce or repay the fees which we have incurred acting for you and which you owe us. For the avoidance of doubt, we may operate a lien over any outstanding sums owed to us by you which we are holding in any account.
- f) A deposit or upfront payment can be requested from a customer if the work or materials amounts to £500 or more.
- g) If work has commenced by JSW and the contract is terminated, the products used on the job shall remain property of JSW until the Customer has paid the Invoice.
- h) The Customer grants JSW permission to enter the Customer's premises in order to recover the products which have not been paid for within required or agreed the time frame. The Customer indemnifies JSW in respect of any damage to property or personal injury which occurs as a result of JSW entering the Customer's premises to recover goods.
- i) At the Customers request, JSW will issue a compliance certificate to the Customer only once full payment of the work has been received.

7. Interest

- a) The Customer must pay an invoice issued by the Supplier to the Supplier within 14 days of an invoice being issued to the Customer. We reserve the right to impose interest charges on any outstanding sum which relates to an invoice that is overdue by 14 days or more. Interest may be charged on invoices that are not paid within that time at the rate of 2% per calendar month on any sum (and interest accrued). Our charges are net of any bank charges and withholding taxes and you should not assume that we are registered for tax in any country or state from which you may choose to make payment.
- b) If any invoice is due but unpaid, JSW may withhold of any further work until overdue amounts are paid in full. If JSW continues to carry out work, then this in no way waives any non-payment of fees owed to JSW.
- c) The Customer is not entitled to retain any money owing to JSW notwithstanding any default or alleged default by JSW of these Terms, including (but not limited to) the supply of allegedly faulty or defective goods, provision of services to an inadequate standard or a delay in the provision of goods or services. Nothing in this paragraph affects the Customer's rights under the Supply of Goods and Services (Jersey) Law 2009.
- d) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of JSW, are to be paid by the Customer as a debt due and payable under these Terms.

8. Designs Drawings and Specifications

- a) You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

9. Warranty

- a) We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the Equipment.
- b) We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- c) Unless otherwise agreed, we will rectify defective work and /or defective materials notified to us in writing within six months of the completion of the work and liability for defective work and/ or defective materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage, including (without limitation) loss profit or production, except as required by law.



d) Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.

10. Transportation

a) If we have agreed to transport the Equipment, in the event of loss or damage to Equipment in transit from any cause whatsoever our liability shall be limited at our option to replacing the Equipment or passing on the benefit of insurance. In no circumstances shall we be liable for other loss including (without limitation) loss of production or loss of profit or contracts.

b) We shall not be liable for any such transit damage unless we and the carriers are notified of such damage or loss within seven days of delivery. It is your responsibility to examine the goods immediately on receipt.

c) Unless otherwise agreed, the loading or off-loading of the goods on collection or return to you shall be arranged by you and performed at your sole expense and risk.

11. Termination of this Contract

a) We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring this Contract to an end immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country.

b) If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

c) If the Customer terminates the agreement, the Customer is required to pay all work JSW has performed thus far.

d) JSW may terminate the work and agreement at any time.

e) Projects may be aborted or delayed for a variety of reasons beyond our control. We do not work on a contingency basis and in these circumstances we will charge for work done up to the time the transaction aborted or delayed.

12. Limitation of Liability

a) We accept that we are liable for any death or personal injury resulting from our negligence or the negligence of our employees or agents acting in the course of their employment. In relation to defects in goods sold to you by us, we may also be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.

b) Apart from our agreement to rectify any defects or errors in the Services as set out in paragraph 7 above and to replace or repair the Customer's Equipment where there is loss or damage to goods in transit as set out in paragraph 8 above:

c) Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract, or such higher sum as a court may specify as reasonable up to a limit of £100,000; and

d) We will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of Contracts or loss of profits of production).



e) The limitations and exclusions in this paragraph apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied to you by us as set out above.

f) The limitations and exclusions in these Terms reflect the value of this Contract to us and are considered to be reasonable. If you require us to accept greater liability, we may be prepared to do so subject to agreement of an additional charge to reflect the increased risk and cost of insurance to us.

The contractor is not liable for any delay of works commencing.

The Customer indemnifies JSW against any third-party claim for indirect or consequential loss or damage, however caused, including through a negligent act or omission of the contractor. This can include; loss of data, loss of revenue, loss of profit or any other indirect costs.

The Customer indemnifies JSW against any liability to any person for loss or damage whether direct or indirect, caused or contributed to by the Customer.

13. Force Majeure

a) We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

14. Disputes

a) Where JSW and the Customer consider that a dispute has arisen in relation to the agreement, both parties agree to negotiate in good faith in an effort to resolve the issue before any legal action is taken.

b) Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

15. GST

a) Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Goods and Services Tax (GST) (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.

16. Assignment/Third Parties

a) You will not assign your rights under this Agreement without our express written approval. We may sub-contract the provision of certain of the Services at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these Terms.

17. Notices

a) Any notice to be given by you or us must be in writing and may be delivered by letter or electronic mail. Notices to us should be sent to us at the address stated on our quotation, acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Notices sent by first class post will be assumed to have been delivered two working days after they are sent.



18. Waiver

a) Any express or implied by us of any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.

19. Whole Agreement

a) This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

20. Validity

a) If any provision of this Agreement is ruled to be valid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

21. Law

- a) These Terms shall be governed by and construed in accordance with Jersey law and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Jersey to deal with any claim, difference or dispute which may arise in connection with these Terms.
- b) The Customer and JSW agree to comply with their obligations in relation to the Supply of Goods and Services (Jersey) Law 2009.
- c) To the full extent allowed by law, JSW's liability for breach of any term implied into these Terms by Jersey law is excluded.

**We reserve the right to vary these general Terms at any time.
If there is any variation to these general Terms, we will
publish the varied Terms on www.jsw.je.**