

## 1. INTERPRETATION

### 1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 13.6.

**Contract:** the contract between Jenvey and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods from Jenvey.

**Delivery Location:** the address for delivery of Goods as set out in the Order or such other location as the parties may agree.

**Goods:** the goods (or any part of them) set out in the Order.

**Jenvey:** Jenvey Dynamics Limited (registered in England and Wales with company number 02155855)

**Order:** the Customer's order for the Goods, as set out: (a) on a purchase from Jenvey's website, in the Customer's internet purchase order form on Jenvey's website (**Website Orders**), or (b) on a purchase by telephone, Jenvey's written note confirming the details of the conversation or (c) on a written request (including by e-mail or fax), the Customer's notice in writing of its request to purchase ((b) and (c) together being **Remote Orders**), or (d) the Customer physically attending Jenvey's premises and requesting such Goods (**Personal Orders**).

## 2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions and shall only be deemed to be accepted when Jenvey issues a written confirmation of acceptance of the Order at which point the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Jenvey which is not set out in the Contract. Any samples, prices, drawings, descriptive matter, or advertising issued by Jenvey and any descriptions or illustrations contained in Jenvey's 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 or any other contract between Jenvey and the Customer for the sale of the Goods.

## 3. CONSUMERS' RIGHT TO CANCEL (THIS CLAUSE 3 ONLY APPLIES TO CONSUMERS WHO HAVE MADE WEBSITE ORDERS OR REMOTE ORDERS)

3.1 In the event that a Website Order or a Remote Order is made by a Customer who is a consumer, providing the Goods were not manufactured to the bespoke specifications of the Customer the Customer has a right to cancel their Order pursuant to the Consumer Contracts Regulations 2013.

3.2 This right to cancel must be exercised no later than 14 days after the Goods have been delivered by completing and returning the Right to Cancel Form set out at the end of these Conditions by post to Jenvey Dynamics Limited, Building 2, Stanmore Industrial Estate, Bridgnorth, Shropshire, WV15 5HP (**Jenvey's Premises**) or by e-mail to [sales@jenvey.co.uk](mailto:sales@jenvey.co.uk).

3.3 In order to exercise their right to cancel, the Customer must either return the Goods in person or post them to Jenvey's premises or (if they are not suitable for posting) allow Jenvey to arrange collection of the Goods within 14 days of issuing the notice of cancellation. The Customer shall be responsible for the costs of returning the Goods to Jenvey and if Jenvey is required to collect the Goods the Customer shall be liable to pay Jenvey's costs of collection.

3.4 Jenvey shall refund the Customer the price paid for the Goods, by the method you used for payment. However, Jenvey shall be entitled to reduce the refund (excluding delivery costs) to reflect any reduction in the value of the Goods caused by the Customer's handling.

## 4. DELIVERY

4.1 Jenvey shall deliver the Goods to the Delivery Location. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location and the Customer shall be deemed to have acknowledged delivery of the Goods in full unless, within 5 Business Days of the date of delivery, it notifies Jenvey in writing that the Goods were not delivered in full and provides reasonable details of alleged omission or shortfall.

4.2 With the exception Goods made to the bespoke specifications of the Customer which will usually be delivered within 3-6 Business Days of the Order being accepted, delivery of the Goods within the UK will usually take place within 3 Business Days of the Order being accepted. Goods supplied to customers outside of the UK will be delivered with 5 Business Days but any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Jenvey shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure event or the Customer's failure to provide Jenvey with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If Jenvey believes that the estimated delivery date in clause 4.2 cannot be achieved due to the Goods not being available for delivery it shall notify the Customer in writing of the revised estimated delivery date. The Customer may terminate the Contract not less than 5 Business Days before such revised estimated delivery date and shall receive a full refund.

4.4 If Jenvey fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Jenvey shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Jenvey with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or Jenvey's failure to comply with its obligations under the Contract, delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Jenvey sent the Goods to the Customer by post or courier and Jenvey shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If 10 Business Days after Jenvey attempted to deliver the Goods to the Customer the Customer has not accepted delivery of them, Jenvey may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

## 5. QUALITY

5.1 Jenvey warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall be free from material defects in design, material and workmanship, when dealing with a consumer, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and provided that the Goods are used for a purpose and in a manner which Jenvey at its sole discretion deems reasonable in the context of high performance motor sports).

5.2 Subject to clause 5.3, if the Customer gives notice in writing to Jenvey during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1 and Jenvey is given a reasonable opportunity of examining such Goods and the Customer (if asked to do so by Jenvey) returns such Goods to Jenvey's Premises at the Customer's cost, Jenvey shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods.

5.3 Jenvey shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2, (b) the defect arises because the Customer failed to follow Jenvey's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice, (c) the defect arises as a result of Jenvey following any drawing, design or specification supplied by the Customer, (d) the Customer alters or repairs such Goods without the written consent of Jenvey or (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions in the context of high performance motor sports.

5.4 Except as provided in this clause 5, Jenvey shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

- 5.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract, but nothing in these Conditions shall affect the Customer's statutory rights as a Consumer.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by Jenvey.
- 6. TITLE AND RISK (CLAUSES 6.2 TO 6.4 SHALL NOT APPLY TO WEBSITE ORDERS AND SHALL ONLY APPLY TO CUSTOMERS PURCHASING GOODS ON CREDIT)**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until Jenvey has received payment in full (in cash or cleared funds) for the Goods and all other sums which are due to Jenvey for sales of the Goods or any other products to the Customer.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall (a) hold the Goods on a fiduciary basis as Jenvey's bailee, (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Jenvey's property, (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, (e) notify Jenvey immediately if it becomes subject to any of the events listed in clause 10.2 and (f) give Jenvey such information relating to the Goods as Jenvey may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.2, or Jenvey reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Jenvey may have, Jenvey may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. PRICE AND PAYMENT**
- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Jenvey's price list in force as at the date of delivery as published on Jenvey's website.
- 7.2 The price of the Goods is exclusive of VAT and the costs and charges of packaging, insurance and transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 7.3 Payment for Website Orders shall be made upon the Order being placed. Payment for Remote Orders which are not confirmed by Jenvey as being purchased on credit shall be made prior to dispatch. Payment for Goods brought on credit by way of a written Order telephone Order shall be made on the 15<sup>th</sup> day of the month following the month of invoice.
- 8. RETURNS POLICY**
- 8.1 Subject to clause 3, Jenvey may at its sole discretion refund the Customer the price of any unused standard Goods less 15% to account for Jenvey's administration and delivery costs, provided that the unused Goods are returned to Jenvey within 30 days of delivery at the Customer's expense and the Goods are in the same condition as they were on delivery to the Customer.
- 8.2 Jenvey may at its sole discretion refund to the Customer the price of any Goods manufactured to the bespoke specifications of the Customer less a minimum of 15% to account for Jenvey's administration and delivery costs, provided that the unused Goods are returned to Jenvey within 30 days of delivery at the Customer's expense and the Goods are in the same condition as they were on delivery to the Customer.
- 9. INTELLECTUAL PROPERTY**
- 9.1 The Customer acknowledges that it shall have no ownership rights in any materials, equipment and tools, drawings, specifications, and data relating to the Goods, including intellectual property rights and all such rights are and shall remain the exclusive property of Jenvey.
- 9.2 All intellectual property rights created in the manufacture of the Goods shall vest in Jenvey and the Customer shall without charge to Jenvey execute all documents and do such acts as Jenvey may reasonably request in order to effect the assignment of any intellectual property rights in the Goods which may otherwise vest in the Customer.
- 9.3 For the avoidance of doubt, the Customer shall not be entitled to use the intellectual property created in the design and manufacture of the Goods including for the design and manufacture of any other goods and the Customer shall not, without the prior written consent of Jenvey, be entitled to use Jenvey's intellectual property, including but not limited to Jenvey's registered and unregistered trade marks, Jenvey's images or text (which for the avoidance of doubt are the copyright of Jenvey) and the Customer shall indemnify Jenvey against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Jenvey in connection with the Customer's unauthorised use of Jenvey's intellectual property rights.
- 10. CUSTOMER'S INSOLVENCY OR INCAPACITY – (THIS CLAUSE 10 SHALL NOT APPLY TO WEBSITE ORDERS AND SHALL ONLY APPLY TO CUSTOMERS PURCHASING GOODS ON CREDIT)**
- 10.1 If the Customer becomes subject to any of the events listed in clause 10.2, or Jenvey reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to Jenvey, Jenvey may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Jenvey without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 10.2 For the purposes of clause 10.1, the relevant events are (a) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply or (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors or (c) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days or (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer or (e) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.2, or (f) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business or (g) the Customer's financial position deteriorates to such an extent that in Jenvey's opinion the Customer's capability adequately to fulfil its obligations under the Contract has been placed in jeopardy, or (h) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11. LIMITATION OF LIABILITY**
- 11.1 Nothing in these Conditions shall limit or exclude Jenvey's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) and any matter in respect of which it would be unlawful for Jenvey to exclude or restrict liability.
- 11.2 Subject to clause 11.1 Jenvey shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by Jenvey, its employees, agents or subcontractors) and Jenvey's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by deliberate breach of the Contract by

## Right to Cancel Form

Jenvey, its employees, agents or subcontractors shall not exceed the price of the Goods.

### 12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### 13. GENERAL

#### 13.1 Assignment and subcontracting.

Jenvey may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract and the Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Jenvey.

#### 13.2 Notices.

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at such address or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if sent by e-mail, one Business Day after transmission and the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 13.3 Severance.

If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected and if any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 13.4 Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### 13.5 Third party rights.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

#### 13.6 Variation.

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

#### 13.7 Governing law and jurisdiction.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

To Jenvey Dynamics Limited

I hereby give notice that I cancel my contract of sale of the following goods:-

[ENTER DESCRIPTION OF GOODS]

Ordered on [DATE]/received on [DATE],

Name of consumer: [NAME],

Address of consumer: [ADDRESS],

[SIGNATURE OF CONSUMER (ONLY IF THIS FORM IS NOTIFIED ON PAPER)]

Date: [DATE]