

# JGBM Ltd Terms & Conditions

These are the Terms and Conditions for JGBM Ltd, a company registered in England and Wales under number 01421128, whose registered office is at Barn Close, Langage Business Park, Plympton, Plymouth, Devon, PL7 5HQ.

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## 1. Definitions

1.1. As part of these Terms & Conditions, the following definitions apply:

**Customer:** Any organisation who purchases goods or services directly from JGBM Ltd.

**End-User:** Any organisation or individual who purchases goods or services from a Customer.

**Goods:** Any products or services the Customer purchases from JGBM Ltd.

**Terms and Conditions:** Means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by JGBM Ltd.

**EDI:** Electronic Data Interchange or EDI is the electronic transfer of orders from the Customer to JGBM Ltd.

**Software:** Programs for a computer, smart device or peripheral supplied on an electronic storage media.

**Electronic Delivery:** Software or software licences either downloaded or delivered electronically.

**Special Purchase:** Goods not stocked by JGBM Ltd and ordered in especially at the Customer's request.

**Call off Stock:** Refers to any Goods that are held on JGBM Ltd premises after invoicing, on the Customer's behalf for delivery at a later date.

**Box Damaged:** Refers to any Goods that are sold with damaged packaging. These Goods are indicated as "BOX DAMAGED" in the product name.

**Website:** The website of JGBM Ltd <https://www.jgbm.co.uk/>.

**Product Data Feed:** This can be known as a product feed, product data feed or price feed. The feed consists of file/files that contain a list of products and their attributes. These attributes can include the product name, product image, manufacturer SKU, supplier SKU, weights, dimensions, stock quantity, retail and buy pricing.

**EDI:** Electronic Data Interchange or EDI is the electronic transfer of documents from one business to another. EDI ordering allows the Customer to send orders directly from your back office system to JGBM Ltd. Order acknowledgements, invoices and credit notes are then electronically transferred back to your back office system.

## 2. Conditions

2.1. All orders for Goods placed on this Website, by telephone, fax, email or EDI will be subject to these Terms and Conditions.

2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by JGBM Ltd.

2.3. Any complaints should be addressed in writing to JGBM Ltd, Barn Close, Langage Business Park, Plympton, Plymouth, Devon, PL7 5HQ.

2.4. No waiver by JGBM Ltd (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

2.5. JGBM Ltd shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God,

strikes, lockouts, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of Goods, and JGBM Ltd shall be entitled to a reasonable extension of its obligations.

2.6. JGBM Ltd shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Customer upon making a purchase.

2.7. JGBM Ltd endeavours to ensure that this Website is updated on a regular basis and that the data and other material available is correct and complete, we do not accept liability for any errors made or omissions from this Website. JGBM Ltd shall not be liable for any claims or losses of any nature, arising indirectly or directly from the use of data or material on this Website or unauthorised access to this Website or otherwise however arising (except to the extent required by law).

2.8. Links to other sites from this Website are for information only and JGBM Ltd accepts no responsibility or liability arising from access to, or the material on, any site which is linked from or to this Website.

### **3. Website Access**

3.1. Login credentials provided for this Website are provided to individual users. Customers with more than one employee should register users separately. For security and traceability login credentials should not be shared.

3.2. Login credentials for this website should be kept secure. JGBM Ltd shall not accept liability for any losses through the sharing or misuse of login credentials for this Website.

3.3. Customers are responsible for notifying JGBM Ltd when an employee has left so their login credentials can be removed.

3.4. Customers must inform JGBM Ltd immediately if their login credentials are stolen or suspect they have been compromised.

3.5. Problems or issues with Website access must be reported in writing to [it@jgbm.co.uk](mailto:it@jgbm.co.uk).

### **4. Ordering**

4.1. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by JGBM Ltd. JGBM Ltd may choose not to accept an order for any reason.

4.2. Where the Goods ordered by the Customer are not available from stock the Customer shall be notified and given the option to either wait until the Goods are available from stock, offered suitable alternative goods or cancel the order and, where the payment was in advance, receive a full refund within 14 days.

4.3. Modifications to orders can only be accepted with the full approval of JGBM Ltd in writing, and any charges which result in such a modification may be billed to the Customer.

4.4. For orders placed with a net value of less than £10, a small order charge of £2 is applicable.

### **5. Prices**

5.1. All prices exclude VAT and delivery charges. Although every effort is made to publish and quote correct prices, JGBM Ltd shall not be held responsible for pricing mistakes that may occur. Prices may change without notice at any time.

5.2. JGBM Ltd reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time.

5.3. Delivery charges at the checkout only apply to single parcels under 30kg gross weight, and for delivery to the mainland United Kingdom, excluding the Scottish Highlands. You will be notified before any Goods are dispatched of any additional delivery charges and given the option to cancel the order and, where the payment was in advance, receive a full refund within 14 days.

## **6. Availability**

6.1. JGBM Ltd reserves the right to withdraw any Goods from the Website at any time.

6.2. JGBM Ltd shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## **7. Cancellation**

7.1. Customers can cancel orders up to 14 days, starting from the day the goods have been delivered. JGBM Ltd reserves the right to make a charge of up to 25% of the full amount of the order or £5.00, whichever is greater. If only part of an order is being cancelled, the charge will be up to 25% of the value of the order lines cancelled or £5.00, whichever is greater.

7.2. JGBM Ltd reserves the right to refuse cancellation of any Goods which meet the definition Software, Electronic Delivery, Special Purchase or have been discontinued from sale.

7.3. The Goods must be returned complete, must not have been unpackaged or used and be in pristine condition. All security seals and tags must be unbroken. If the packaging has been opened, it must have been resealed with clear tape. The packaging must not have been written on or defaced.

7.4. The Customer is responsible for the return shipping of cancelled Goods. JGBM Ltd shall not be liable for any damages to cancelled Goods during return shipping. JGBM Ltd shall not be responsible for any missing returns shipments unless the Customer has proof of delivery with the valid signature of a JGBM Ltd employee.

7.5. All cancellations must be reported to JGBM Ltd using the online returns system and are subject to JGBM Ltd returns procedure clause 14.

7.6. Goods must be returned within 30 days of the cancellation being approved and a returns material authorisation (RMA) being issued. If the goods are not received within 30 days, the RMA will be cancelled and the goods will not be accepted. Cancellation of the RMA will be notified in writing. Any goods received after 30 days will be returned to the Customer at the Customer's expense.

7.7. Goods will be inspected within 30 days of receipt. If the goods are returned as per clause 7.3 a credit note will be issued. If the goods do not meet the conditions in clause 7.3, JGBM Ltd reserves the right not to issue a credit or issue a partial credit depending on the condition of the Goods.

7.8. JGBM Ltd reserves the right to refuse any cancellation outside the period in clause 7.1.

## **8. Delivery**

8.1. Every effort is made to deliver promptly, but no delivery dates are guaranteed and deliveries are subject to availability.

8.2. JGBM Ltd reserves the right to make deliveries in instalments if necessary. Delay in delivery does not relieve the Customer of their obligation to accept and pay for the remaining deliveries or Goods already delivered.

8.3. All claims for non-delivery shall be deemed waived unless reported to JGBM Ltd within 14 days of the delivery date of each shipment, or if there is a proof of delivery with a valid signature.

8.4. The risk of damage and loss transfers to the Customer once delivery has taken place and the Goods signed for.

8.5. The normal delivery area for JGBM Ltd is the United Kingdom, Channel Islands, Northern Ireland and the Republic of Ireland.

8.6. Published delivery charges only apply to single parcels under 30kg gross weight, and for delivery to the mainland United Kingdom, excluding the Scottish Highlands. Customers will be notified in writing before any Goods are despatched of any additional delivery charges.

8.7. Delivery times are 8 am - 6 pm Monday to Friday (Saturday and 'timed' deliveries are by arrangement and additional charges apply).

8.8. Any delivery charges for the following reasons may be, in turn, passed on to the customer.

- Delivery destination closed
- Delivery refused
- The wrong delivery address or contact details are given to JGBM Ltd

8.9. Where redelivery is requested for deliveries that failed for any of the reasons in clause 8.8, the standard delivery charge for the destination will be charged to the Customer.

8.10. Unless the Customer is otherwise notified by acknowledgement, all orders under 30kg in weight, placed before 5pm, and for delivery to the mainland United Kingdom (excluding the Scottish Highlands), will be delivered the next weekday (Monday to Friday).

8.11. Orders over 30kg in weight may be shipped by pallet. Where possible, orders shipped by pallet, placed before 4 pm will be shipped for next weekday delivery, but this depends on the size of the order.

8.12. Orders in excess of 2 pallets can't be delivered the same day and may be split over multiple days. For orders in excess of 2 pallets, the delivery address will require a forklift and operator to unload the delivery.

8.12. Where delivery is direct to the End-User, the Customer is responsible for informing the End-User of the delivery date.

8.13. JGBM Ltd will endeavour to ship by the route which in its absolute discretion considers being the most practical considering costs and the required date of delivery.

8.14. JGBM Ltd will not be liable for any damages arising from shipments not arranged by JGBM Ltd.

## **9. Payment**

9.1. Unless otherwise agreed in writing payment for Goods should be settled within 30 days from the date on the invoice for approved credit account Customers.

9.2. For non-credit accounts, Customers payment should be made at the time of ordering in advance of delivery by credit card or bank transfer.

9.3. JGBM Ltd reserves the right to apply an 8% surcharge per month for late payment of the outstanding debt.

## **10. Title of Goods**

10.1. The property of all Goods supplied by JGBM Ltd shall remain with them until all monies in respect of the Goods have been paid.

10.2. Should the Customer default on any payment due under any contract JGBM Ltd has the right without prejudice to recover and remove from the Customer's premises the Goods to which the default refers. The same shall also apply should the Customer become bankrupt or insolvent or have a receiving order made against them or compound with their creditors or carry on their business under a Receiver for the benefit of their creditors.

## **11. Liability**

11.1. All shipping dates are approximate and JGBM Ltd shall not be liable for delays caused beyond their reasonable control.

11.2. JGBM Ltd shall not be liable for and the Customer shall indemnify JGBM Ltd against any claim for loss or damage caused by goods supplied by JGBM Ltd whilst in the possession of the Customer including any third party claims.

11.3. JGBM Ltd does not accept responsibility for the specific purposes in which the Goods are applied including but not limited to compatibility with other equipment. Specifications published on the Website or in printed matter supplied by JGBM Ltd or spoken by a representative or agent of JGBM Ltd concerning any use or application of any Goods supplied by JGBM Ltd under this contract is believed to be reliable but JGBM Ltd makes no warranty expressed or implied in regard thereto nor does JGBM Ltd in any way represent the results which may be obtained by integrating its Goods with Goods supplied by other manufacturers or companies.

## **12. Warranty**

12.1 The manufacturer's warranty applies to Goods sold by JGBM Ltd (except in cases otherwise stated).

12.2. Individual manufacturers warranties can be viewed on the JGBM Ltd Website  
<https://www.jgbm.co.uk/content/warranties.html>

## **13. Shortages**

13.1. Any shortages or discrepancies must be reported in writing to [help@jgbm.co.uk](mailto:help@jgbm.co.uk) within 14 days of the date of delivery.

## 14. Returns

14.1. All requests to return Goods must be reported using the RETURNS page on the Website. To access the RETURNS page, you will need to first login to the Website, then go to the My Account page, and click the RETURNS button. If you don't have a username and password for the Website you can register for them here: <https://www.jgbm.co.uk/content/registration.html>

14.2. Goods can be returned for the following reasons:

**Damaged:** Damaged Goods should immediately be reported upon receipt to JGBM Ltd as per clause 14.1, including the Document Number on the top right of the JGBM Ltd the delivery note. JGBM Ltd shall not be liable for damaged goods unless they have been reported as per clause 14.1 within 24 hours of receipt. If requested photographs of the damage must be provided. Damaged Goods must be returned complete with all accessories and original packaging.

**Faulty/Dead on Arrival (DOA):** Goods that become faulty within the warranty period or are dead on arrival will be credited or repaired as per the manufacturer's warranty. Some warranties require the End-User to call a helpline to troubleshoot the fault, if found to be faulty the manufacturer will issue a reference number. This reference number must be included when reporting the return as per clause 14.1. Returns without this reference number may be rejected.

When requesting a return as per clause 14.1, a description of the fault must be included. Returns reported without a description of the fault may be rejected.

Faulty/DOA Goods must be returned complete with all accessories. Goods which are, upon inspection, found to be in full working order are not accepted for return and will be immediately returned to Customer at the Customer's expense.

**Not Required/Ordered Incorrectly:** Goods that are not required or ordered incorrectly can be returned under the same terms as cancelled orders as per clause 7. This excludes the return of surplus goods, i.e. "Sale or Return", as per clause 15 and "Box Damaged" as per clause 18.

14.3. When a return request is raised, you will be issued a claim reference number beginning WR. Once your request has been reviewed and approved, a returns material authorisation number (RMA) beginning RN will be issued. Please quote these numbers on all correspondence, failure to do so may lead to delays in your return being processed.

14.4. When collection by JGBM Ltd has been arranged, ensure the return is packaged ready for collection on the agreed collection date and is made available at a reception/collection area for the appointed courier to collect. A charge of £8.50 will be imposed for each failed collection attempt if the item is not available on the agreed date.

14.5. The customer is responsible for ensuring returns are handed to the correct courier, always check and confirm with the driver that the return they are collecting is for JGBM Ltd.

14.6. Always ensure you have a signed receipt acknowledging collection. JGBM Ltd will not accept liability for returns lost if they are given to the wrong courier or if you do not have a signed receipt.

14.7. Returns must have a label with a returns authorisation number on the outside of the packaging. Do not write the returns authorisation number on the packaging. Returns that have been written on or defaced may be rejected or not credited in full.

14.8. Couriers appointed by JGBM Ltd are not responsible for ensuring returns are adequately packaged when collecting, the Customer or End-User is responsible for ensuring returns are adequately packaged.

14.9. Returns that are returned incomplete or are damaged due to inadequate packaging may be rejected or not credited in full.

14.10. All returns must be in accordance with the returns procedure above. JGBM Ltd reserves the right to refuse or dispose of any Goods returned that do not display a returns authorisation number or have not been reported as per the above procedure.

## **15. No Sale or Return**

15.1. This Agreement is for the commercial sale of Goods and does not offer a sale or return policy, i.e. the return of surplus goods. Orders placed are considered final upon confirmation and cannot be cancelled or returned for a refund or exchange.

15.2. As this Agreement is for commercial trade purposes only, consumer protection laws do not apply. This includes, but is not limited to, any statutory rights to return or cancel orders.

15.3. JGBM Ltd reserves the right to offer exceptions to this clause on a case-by-case basis, at its sole discretion.

## **16. Credits/Refunds**

16.1. No Goods may be returned for credit or refund unless agreed by JGBM Ltd in writing and returned in accordance with the returns procedure clause 14.

16.2. Credits/refunds are granted at the sole discretion of JGBM Ltd, may be subject to the deduction of handling charges and to adjustment depending on the condition of the Goods returned.

16.3. Faulty Goods which are, upon inspection, found to be in full working order are not accepted for return and will be immediately returned to Customer at the Customer's expense.

16.4. The responsibility for damage to returned goods during transit lies with the Customer unless the courier transporting the goods has been appointed by JGBM Ltd. No credits/refunds will be considered until JGBM Ltd has received the Goods.

16.5. Delivery charges are only credited/refunded where an entire order has been credited due to faulty or damaged Goods or discrepancies or errors on the part of JGBM Ltd, and where no replacement has been requested.

## **17. Call off Stock**

17.1. All requests to hold Call off Stock must be authorised in advance by the JGBM Ltd sales manager.

17.2. It must be clearly stated on the purchase order if Goods are to be held as Call off Stock. Failure to do so may lead to the order being dispatched by courier and the customer is liable for any shipping costs.

17.3. Call off Stock will be held for a maximum of 30 days unless prior agreement in writing with the JGBM Ltd Sales Manager.

17.4. After 30 days (space permitting) JGBM Ltd can negotiate a charge to hold the Call off Stock for longer or arrange delivery, cost of shipping will be notified in advance.

17.4. A 25% restocking charge will apply to Cancellation unless prior agreement in writing with the JGBM Ltd Sales Manager.

17.5. The standard JGBM Terms and Conditions will apply to any Call off Stock lost or damaged in transit if shipped by JGBM Ltd appointed couriers.

17.6. The JGBM Ltd returns procedure clause 14 will apply to Call off Stock if any of the following issues arise after delivery:

- Advised Incorrectly
- Cancelled
- Dead On Arrival
- Faulty
- Input Error
- Not Required
- Ordered Incorrectly
- Picking Error
- Shortage

## 18. Box Damaged

18.1. All products are sold as seen.

18.2. All warranties remain unaffected by statutory rights.

18.3. As these products are visibly box damaged, any claims for courier-related damages will be handled by Customer Services. Please raise a return request via our online returns system.

## 19. Intellectual Property

19.1. With the exception of the download area, the contents of the JGBM website are copyright - JGBM Ltd. All rights reserved. Except solely for your own personal use, the contents of this site whether in part or in whole cannot be reproduced, transferred, distributed or stored in any form without the prior written permission of JGBM Ltd.

## 20. Product Data Feed

20.1. **General Disclaimer** - JGBM Ltd shall not be liable for and the Customer shall indemnify JGBM Ltd against any actions, claims, losses, damages etc. brought against the Customer as a result of using the Product Data Feed, including any third party claims (Customers should reflect this type of disclaimer within their own Terms & Conditions).

20.2. **Reliability of Service** - The Product Data Feed may not be available (a) during planned downtime for upgrades and maintenance, or (b) circumstances beyond our control (acts of God, acts of terror or civil unrest), or technical failures beyond our reasonable control (including inability to access the internet), or acts undertaken by third parties (including distributed denial of service attacks). JGBM Ltd will not be liable for any claims, losses, or damages due to inability to access the Product Data Feed.

20.3. **Prohibited Conduct** - The use of the JGBM Ltd Product Data Feed is limited solely for the Customer for use on a single website or back-office system. You are prohibited from distributing or selling the Product Data Feed either in full or in part to another party. JGBM Ltd reserves the right to cancel the Product Data Feed without notice if we feel its content is being abused or used inappropriately.

**20.4. Information Data & Programming** - Every effort is made to ensure that all pricing and data appearing on the Product Data Feed is error-free, however JGBM Ltd will not be held liable whatsoever for any errors that do occur (Customers should reflect this type of disclaimer within their own Terms & Conditions).

**20.5. Specification Changes** - The Product Data Feed specification may change at any time without notice (we welcome any feedback with regard to suggestions for improving the system as part of continual development).

**20.6. Price Changes** - Price changes can occur daily. Customers should ensure to download the Product Data Feed daily to ensure they have the correct prices on their website or back-office system. Price changes happen overnight at approximately 4 am. To ensure price changes have completed, the Product Data Feed should not be downloaded before 5 am.

**20.7. Technical Support** - Problems or issues with the Product Data Feed must be reported in writing to [it@jgbm.co.uk](mailto:it@jgbm.co.uk).

## 21. EDI

**21.1. General Disclaimer** - JGBM Ltd shall not be liable for and the Customer shall indemnify JGBM Ltd against any actions, claims, losses, damages etc. brought against the Customer as a result of using EDI, including any third party claims (Customers should reflect this type of disclaimer within their own Terms & Conditions).

**21.2. Reliability of Service** - EDI may not be available (a) during planned downtime for upgrades and maintenance, or (b) circumstances beyond our control (acts of God, acts of terror or civil unrest), or technical failures beyond our reasonable control (including inability to access the internet), or acts undertaken by third parties (including distributed denial of service attacks). JGBM Ltd will not be liable for any claims, losses, or damages due to inability to access EDI.

**21.3. Data Retention** - It is the responsibility of the customer to ensure EDI invoices and acknowledgements are collected from the JGBM Ltd FTP server. Due to GDPR and storage limitations, invoices and acknowledgements are retained for 3 months. Invoices or acknowledgements not collected after 3 months will be deleted from the FTP server.

**21.4. Pricing Terms** - Orders sent via EDI will be invoiced using the pricing terms setup for the Customers account, regardless of what price is on the EDI order sent by the customer. As EDI is an automated process, no notice will be given if orders are received with the wrong pricing. An EDI acknowledgement will be uploaded to the JGBM FTP server. The acknowledgement shows what price the Goods will be invoiced at.

**21.5. Duplicate Orders** - Duplicate orders sent by the customer will be processed, despatched and invoiced automatically. An EDI acknowledgement for each received order will be uploaded to the JGBM FTP server. The customer will be responsible for notifying JGBM Ltd and cancelling any duplicate orders they have sent. Orders that have already been dispatched will be subject to [Cancellation](#) terms and conditions.

**21.6. Transmitting Orders** - The customer is responsible for ensuring that EDI orders are uploaded to the input directory on the JGBM FTP server.

**21.7. Technical Support** - Problems or issues with EDI must be reported in writing to [it@jgbm.co.uk](mailto:it@jgbm.co.uk).

## 22. Law

**22.1.** If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the

provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

22.2. These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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