

The Terms and Conditions outlined below apply to all sales of our *Hardwood Bio-Briquettes* as well as any and all communications between JS Biomass and any customer (be that end-user or retailer)

1. Interpretation

1.1 The definitions in this clause apply in the terms and conditions set out in this document:

- "Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- "Force Majeure Event" shall have the meaning given in clause 9.
- "Goods" the products that we are selling to you as set out in the Order.
- "Order" your order for the Goods.
- "Order Confirmation" shall have the meaning given in clause 2.5.
- "Terms" the terms and conditions set out in this document.
- "Writing" or written includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these terms.

1.3 JS Biomass Limited. reserve the right to overlook these terms when a benefit can be gained for the customer or both (all) parties but never when a gain can be made solely for themselves. The customer is bound by these terms at all times mentioned throughout unless it is made in writing otherwise by JS Biomass Limited.

2. Basis of sale

2.1 These Terms and the Order are considered by us to set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Terms before you submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the Goods.

2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

- 2.5.1 we issue you with written acceptance of an Order (Order Confirmation); or
- 2.5.2 we notify you that the Goods are ready, whichever is the earlier, at which point a contract shall come into existence between us; or
- 2.5.3 we arrange with you through text, Facebook, email, phone call, face-to-face or any other messaging service or means of communication, a specific time and/or date for delivery or collection of the Goods mentioned in said communications.

2.6 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation shall be valid for a period of 7 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.8 Your delivery will not be scheduled until after you have placed an Order. Consequently, an Order Confirmation will

not usually include a proposed delivery date. You will be notified subsequently of the proposed delivery date. If the proposed delivery date is not acceptable, you may cancel an Order without further obligation, or request an alternative date. We will try to offer a suitable delivery date, but will be under no obligation to meet your requirements. We may cancel an Order without further obligation if you do not accept our proposed delivery date. Once you have accepted our proposed delivery date, you may be subject to additional charges if you wish to amend or cancel an Order.

2.9 You may at any time before any agreed delivery date amend or cancel an Order by providing us with written notice. If you amend or cancel an Order within 2 Business Days of any agreed delivery date, your liability to us shall be limited to payment of our Standard Cancellation Charge of £150, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it. If we cannot provide you with an acceptable rescheduled delivery date, you are free to cancel the Order. We will try to meet your requirements, but we will be under no obligation to reschedule to a date of your choosing, nor to accept any other requested amendments.

2.10 The Goods are supplied for use at the delivery location. If you move the Goods on to other sites and/or to other users, we will not be responsible for the condition of the Goods where and when they are actually used.

2.11 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. The goods

3.1 We warrant that the Goods shall:

- 3.1.1 conform in all material respects with the ordered specification;
- 3.1.2 be free from material defects in design, material and workmanship; and
- 3.1.3 comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

3.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods for a purpose or in a manner for which they are not suited, your failure to follow the instructions provided by the suppliers of the equipment with which the Goods will be used, or any unapproved alteration or repair you carry out to the equipment with which the Goods will be used.

3.4 We will take reasonable steps to ensure that you receive your order in good condition.

3.5 These Terms apply to any replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. Delivery

4.1 Delivery of the Order shall be completed when we deliver the Goods to you.

4.2 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us in writing. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.

4.3 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

4.4 We will deliver the Goods in accordance with our quality procedures, to ensure that all practical measures are taken to minimise degradation of the Goods, within the constraints of your installation and the circumstances of the delivery. Copies of our procedures are available on request.

4.5 You are responsible for ensuring that we are able to deliver the Goods on arrival at the delivery site. If we are unable to park in a location suitable for delivery, we reserve the right to abandon the delivery.

4.6 Our trucks and lorries must be able to gain access safely and without delay to a suitable parking space within a practical distance from your store; contact us to discuss your circumstances if in doubt.

4.7 If we cannot deliver the Goods safely and conveniently on arrival, you will be liable to pay the Delivery Charge regardless of whether we were able to deliver the Goods. The Delivery Charge is calculated according to our standard pricing - see your quote for details. We will be under no obligation to make another attempt at delivery. You will have to request a new delivery, which we will be under no obligation to accept. If we accept a new order, you will be liable to pay the full cost of the new delivery (including Delivery Charge) as well as the Delivery Charge from the incomplete delivery.

4.8 It is your responsibility to order the correct quantity of the Goods.

4.9 If you cancel or reschedule the delivery within 2 working days of the delivery, you will be liable for our Standard Cancellation Charge of £150.

4.10 You should advise of any special requirements when you ask for a quote. We will do our best to meet your requirements, but do not guarantee to be able to meet them. If we have not stated explicitly that we can meet your requirement, you should assume that we may not meet this requirement.

4.11 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.12 For bulk deliveries:

- 4.12.1 For deliveries in trucks equipped with Legal-for-Trade weigh loaders, you may choose at the time that you place your order to pay for what you take or to pay for what you order.

- 4.12.2 If you choose to pay for what you take and you take a different quantity to the ordered quantity, we will charge you the agreed price per tonne for the quantity delivered (as measured by the weigh loader on the truck), plus the Delivery Charge and any other extras in the agreed price.

- 4.12.3 If you choose to pay for what you order and you order more than you can take, so that we cannot deliver the full amount ordered, or if we are not able to complete a delivery for reasons that we could reasonably expect you to have anticipated, you will be liable to pay for the ordered quantity at the quoted price.

4.13 For deliveries of pallets:

- 4.13.1 Pallets will be delivered to kerbside.

- 4.13.2 You must provide your own means of moving the Goods from kerbside to where they will be stored.

- 4.13.3 The parking space for the vehicle and set-down spot for the pallet(s) must be on no more than a gentle gradient, with no significant obstacles between the parking space and the set-down spot that might prevent the haulier from offloading the pallet(s).

- 4.13.4 You will be delivered the number of pallets ordered (possibly in multiple deliveries).

5. Defective goods and returns

5.1 It is your responsibility to ensure that the Goods are suitable for the use to which you put them, provided that the Goods and the manner of delivery conform with these Terms. We warrant only the quality of the Goods and their delivery, and not their suitability for your application.

5.2 In the unlikely event that you suspect that the Goods or the manner of delivery do not conform with these Terms, please let us know as soon as possible after delivery. If you can demonstrate that the Goods or the manner of delivery do not conform with these Terms, we will:

- 5.2.1 remove the Goods at our cost and provide you with a full refund for the value of the Goods that have been removed; or

- 5.2.2 replace the Goods at our cost;

5.3 It will be your responsibility and cost to provide convenient access to inspect and (if necessary) remove the Goods in the fuel store.

5.4 You may request that a representative of our company attends your site. This will be at our cost if the Goods do not conform with the Terms. Otherwise, you will be liable to pay us for our time, travel and reasonable expenses incurred in the process of attending your site.

5.5 These Terms will apply to any replacement Goods that we supply to you.

6. Title and risk

6.1 The Goods will be your responsibility from the time of delivery.

6.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

7. Price and payment

7.1 The price of the Goods will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our pricing structure in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

7.2 These prices exclude VAT unless otherwise stated. By default, VAT will be applied at the appropriate rate for the use of the Goods as appropriate to your stated use. You must notify us if you intend to use the Goods for other purposes. If the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

7.3 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated in our quote, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price.

7.4 If you have an active credit account with us with sufficient balance for an Order, we may invoice you for the Goods on or at any time after we have delivered them to you. The invoice will quote the Order Number that you gave us. You must pay the invoice in cleared monies within 30 calendar days of the date of the invoice by cash cheque or bank transfer. We do not yet accept payment with Visa or MasterCard.

7.5 If you do not have an active credit account with us with sufficient balance for an Order, payment for all Goods must be made in advance or within 5 working days of receiving your Goods. This decision remains at the discretion of your salesperson.

7.6 If you do not make any payment due to us by the due date for payment (as set out in clauses 7.4 and 7.5), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with the overdue amount.

7.7 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.

7.8 Clauses 7.6 and 7.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

7.9 When you place an Order, we will send you a Confirmation Note setting out the details that you have provided, including the Order Number (if any). The order will be processed when you confirm that the details in the Confirmation Note are correct. You cannot in good faith dispute details on our invoice that match the details on a Confirmation Note that you have confirmed.

8. Limitation of liability

8.1 Subject to clause 8.3, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- 8.2.1 loss of income or revenue;
- 8.2.2 loss of business;
- 8.2.3 loss of anticipated savings;
- 8.2.4 loss of data; or
- 8.2.5 any waste of time. However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

8.3 This clause does not include or limit in any way our liability for:

- 8.3.1 death or personal injury caused by our negligence; or
- 8.3.2 fraud or fraudulent misrepresentation; or
- 8.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 8.3.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 8.3.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

8.4 We will not be liable for any consequential loss or indirect loss suffered by you, or by anyone to whom you have supplied our produce.

8.5 We will not be liable for losses or damages resulting from the use of our produce for purposes for which the specification and manner of delivery are not suitable.

9. Events outside our control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- 9.2.1 strikes, lock-outs or other industrial action; or
- 9.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 9.2.3 fire, explosion, storm, flood, snow, earthquake, subsidence, epidemic or other natural disaster; or
- 9.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- 9.2.5 impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. Assignment

10.1 You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

11. Notices

11.1 All notices sent by you to us must be sent to JS Biomass Limited, Alma Cottage, 4A Alma Place, Laurencekirk, Aberdeenshire, AB30 1AL, Scotland, or by email to contact@jsbiomass.co.uk. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

12. General

12.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

12.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

12.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

12.4 These Terms shall be governed by Scottish law and we both agree to the non-exclusive jurisdiction of the English courts.

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