

Effective Date: 31 January 2025

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J&B Hopkins Ltd Terms and Conditions

1. Introduction

J&B Hopkins Ltd ("Company," "we," "our," "us") are a mechanical and electrical contractor specialising in purchasing goods and materials for our projects. These terms and conditions govern the transactions, agreements, and interactions with our suppliers and vendors (collectively, "Services"). Orders issued constitute the entire agreement between the Company and Supplier (provider noted on the head of the purchase order). Any additional or differing terms proposed by the Supplier are objected to and shall not be binding unless agreed in writing by the Company.

2. Supply of Goods

All goods supplied to J&B Hopkins Ltd must meet our specified requirements, including quality, safety, and compliance with applicable regulations. You agree to deliver goods free of defects and ensure timely delivery as per agreed schedules. A J&B Hopkins Ltd representative must take receipt of all consignments, contact details are annotated on all purchase orders. Non-compliance may result in rejection of goods or termination of agreements. Should attendance on site be required, RAMS and Method statements need to be approved by the project manager. Purchase order requests unless otherwise stated will have a delivery date. If the Supplier is unable to meet this date, then the delays may result in penalties or cancellation of the purchase order.

3. Intellectual Property

Any documentation, designs, or specifications provided by J&B Hopkins Ltd remain our intellectual property and are to be used solely for the purpose of fulfilling our orders. Unauthorised use, reproduction, or distribution is strictly prohibited without prior written consent.

4. Invoicing and Payment

Invoices must be submitted with complete and accurate details, including purchase order numbers, descriptions of goods, and agreed pricing. Payment terms will be as agreed upon in the purchase order or contract and not subject to change after order placement. Prices are fixed and not subject to change unless agreed in writing. Delays in providing compliant invoices may result in payment delays. In the event payment terms are not agreed at order stage then all invoices will fall to default 60 days EOM after the goods have arrived in our possession. Invoices will not be accepted prior to delivery of goods unless mutually agreed in writing prior to invoicing.

5. Warranty and Liability

The supplier warrants that all goods supplied are of merchantable quality, fit for purpose, and comply with all applicable specifications, laws, and standards. Any defective goods must be replaced or refunded promptly at no additional cost to J&B Hopkins Ltd. Supplier shall indemnify and hold the Company harmless from all claims, damages, and liabilities arising from Supplier's performance under this purchase order.

6. Confidentiality

Suppliers must treat all information shared by J&B Hopkins Ltd, including project details, as confidential. This information is not to be disclosed to third parties without our express written consent.

7. Changes to Terms

We reserve the right to modify these terms and conditions at any time. Changes will be effective upon written notice or publication on our website. Continued supply of goods signifies acceptance of the updated terms.

8. Governing Law

These terms and conditions are governed by the laws of England and Wales, without regard to conflict of law principles.

9. Delivery Logistics

The supplier is to ensure all delivery logistic plans are adhered to; no additional costs will be accepted for meeting these plans.

10. Cancellation and Termination

J&B Hopkins Ltd reserves the right to cancel this purchase order in whole or part at any time by providing written notice to Supplier. In the event of Supplier's breach, J&B Hopkins Ltd may terminate this purchase order with immediate effect. Upon cancellation, Supplier shall refund any advance payments and cease work immediately.