

## **Terms and Conditions of Sale**

### **1.1 General**

Unless otherwise stated in writing by ourselves orders are only accepted on the following terms and conditions. Where these terms and conditions are contrary to any stipulation of the Buyer's terms and conditions the following are deemed to have been accepted by the buyer and take precedence.

The contract shall be governed by the Laws of England, and the parties submit to the exclusive jurisdiction of the High Court in England save that the Seller shall be entitled to bring proceedings against the Buyer in any other court which has jurisdiction.

No verbal conditions or guarantees expressed or implied shall have effect on these terms and conditions unless written and initialled by one of the Directors of the Company. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

We shall not be responsible for loss arising from delay or failure to deliver arising from an Act of God, war, civil disturbance, riot, industrial action or dispute, non availability of materials, controls, restrictions or prohibitions of Government or any other competent Authority, fire, flood, sabotage, or other clauses beyond our control.

We hold the right to change these terms and conditions at any point with prior notice.

All prices are exclusive of VAT

### **2.1 Production**

\*Standard production\* time will apply once you have entered into a contract with us and a cleared deposit transaction payment has been taken. \*Standard Production\* time is 7-10 working days once we have artwork approval.

### **3.1 Delivery**

The company shall make all reasonable efforts to meet quoted delivery dates, which represent statements of intention only and shall not be binding on the company. Failure to deliver shall not constitute breach of contract, and the customer shall not be entitled to rescind or repudiate the contract or any other related contract, in the whole or in part, or claim damage for such failure.

In the case of delivery of goods by instalments, the buyer will not be entitled to treat the delivery of faulty goods in any one instalment, as a repudiation of the whole contract.

If the buyer fails to give delivery instructions within 5 days of it being notified the goods are ready for collection or delivery, then the whole of the invoice amount becomes immediately payable. We shall also be entitled to charge extra for storage from this point onwards.

### **4.1 Loss or Damage in Transit**

The company will entertain a claim by the customer in respect of loss or damage in transit only if: -

(a) Non-delivery: The customer gives written notice within 21 days of receipt

(b) Damage in transit, the customer gives written notice within 5 days of delivery.

(c) Goods transported by an independent freight carrier, the customer must comply in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit, and

(d) Inspection of Goods; the company is given all reasonable opportunity to inspect the damaged goods.

We reserve the right to make good any damage or defects notified to us by repair or replacement at our discretion providing any defects are limited to faulty materials or workmanship and NOT as a result of, wilful damage, negligence, incorrect storage or fixings, nor by fair wear and tear.

### **5.1 Acceptance & Collection of Goods**

The customer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless, within 7 days of receipt of goods and prior to their use or resale, the customer gives written notice to the Company specifying any alleged defect in quality or any other respect in which goods are alleged not to be in accordance with the contract.

Vehicle Terms and conditions,

Once the vehicle is ready for collection you the client will have 7 business days to bring the vehicle back to us to make us aware of an issue or product failure. We then will enforce section 11.1. We hold the right to enforce our terms and condition to where we do not take any action to replace or repair any goods.

\*Extra Production allowance\* for full colour print vehicle graphics. Extra allowance time of 5 business days will be needed for vinyl venting and laminate hardening. In the case that this period has not been allocated in the buyers lead-time then we hold no responsibility or give any warranties with work carried out with the buyers consent.

### **6.1 Storage**

If we are unable to deliver the Goods within 14 days after we have notified you that they are ready for delivery, we may store them for you, whereupon delivery shall be deemed to have taken place and all risk in the goods shall pass to you. You shall pay all charges for storage and insurance within 30 days of our invoice. We may charge for storage on our own premises.

### **7.1 Reservation of Title**

Notwithstanding that the risk in the goods has passed to customer.

(a) The title in the goods remains with the Company until such time as the Company has received full payment in respect of the goods.

(b) If the buyer shall default in punctual payment the Company shall be entitled to repossess any goods which remain the property of the Company and the buyer for that purpose shall afford the

Company access to and the Company shall be entitled to enter any premises of which the buyer is in occupation or to which he has access and where the goods may be recovered.

## **8.1 Price and Payment**

Except as otherwise expressly stated and contracted the Company reserves the right to vary prices at any time without notice to the customer. Stated prices are exclusive of all value added taxes or duties. Prices do not include the cost of freight, carriage or packing of which will be additionally charged to the customer.

## **9.1 Payment**

For customers who do not have a credit account with us, our payment terms are – 50% Deposit as specified in our quotation payable with your order - Balance on delivery or completion of our services. In some cases we hold the right to demand full upfront payment on order without reason unless credit terms have been agreed.

The customer must pay for the goods within 30 days after the end of the month following invoice of the goods. The company reserves the right to charge interest at a rate of 5% above The Bank of England base rate from the date on which payment is due until actual payment.

Payments of accounts should be made to our office at Unit 5, 2 Freemans Way, Harrogate, HG3 1DH and should be made payable to Adbell Sign Systems.

Under the Distance Selling Regulations the Company must notify you that the service we provide begins as soon as an order is received, be that by Internet, telephone or through the mail. Subsequently there is no 'cooling off period', the transaction cannot be reversed and no refund can be given.

Quotations are subject to withdrawal at any time before receipt of order. All quotations will be deemed withdrawn if not accepted within 90 days from their date.

## **10.1 Title to goods and intellectual property**

By entering into this contract you irrevocably agree that we and our agents may at any time with or without notice in your name and with your authority take such steps as are reasonably necessary to enter on your property or the property of any third party at which we reasonably believe our products to be situated and to remove there from any Goods for which payment has not been made in full 30 days after the date of our invoice and you further agree to indemnify us and our agents against all costs claims and demands which may be made as a result of such entry and/or removal whether for damage caused or otherwise.

## **11.1 Limitations of Liability**

The company will make every effort to ensure that all goods are manufactured and/or supplied to specification but it is in all cases for the customer to ensure that goods are fit and suitable for the purpose for which they are required. All conditions and warranties expressed or implied, whether by Statute, Common Law or otherwise as to the conditions or fitness for any purpose of the goods are

expressly excluded and the Company shall be under no liability for any direct or failure to perform on the part of the goods.

If any goods prove to be defective, the liability of the Company shall for all purposes, be limited to the cost of making good the defects or, at our discretion, replacement of the goods. The company will only consider crediting in part or in full in cases where it has been given a proper opportunity to make good any defects or to replace the goods where liability has been accepted by the Company.

We take no responsibility for the infringement of any patent or copyright or registered design or trade mark of any third party in the execution of the Buyer's instructions and it is the buyer's entire responsibility to obtain any necessary licenses or permissions and to indemnify us against all claims, actions, proceedings, costs and losses arising out of such an infringement.

We take no responsibility for artwork sent to us which could infringe on Intellectual Property Rights" means Patents, Registered Designs, Unregistered Designs, Registered Trademarks and Copyright only, having effect in the United Kingdom.

Orders for the installation and erection of signage are undertaken on the understanding that the Buyer has complied with the requirements of the local planning and other interested official departments and the responsibility for obtaining any planning permission and permits is entirely that of the Buyer. All charges levied by authorities before, during and/or after installation and erection are to be borne by the buyer.

Where signage is erected in the ground the responsibility for ensuring that no services such as water, gas, electricity, telephones or pipelines are likely to be interfered with, damaged or obstructed is the responsibility of the Buyer as is any interference damage or obstruction caused thereto by our staff or subcontractors in the event of the position of such services not been revealed (or being incorrectly revealed) to us. Likewise where a sign is erected on a structure it is the Buyer's responsibility to ensure that the structure is of adequate strength and in good condition to bear the additional loads imposed thereon by the installation of the signs and fittings.

### **12.1 Guarantee**

No liability is accepted and no guarantee is available for goods that are damaged or fail to function as a result of the surface to which they are applied or stresses and conditions to which they are subjected after delivery.

We will pass on to you so far as possible the benefit of any third party warranty attached to Goods or Services. We will on request supply details of the terms of any such warranty and copies of any relevant written information and instructions issued by such third parties and you shall be solely responsible for complying with all of these.

We give no warranty regarding the fitness for purpose, performance, use, nature or quality of the Goods and Services.

### **13.1 Economic loss and limitation of liability**

In no circumstances shall we be liable in contract, tort (including negligence or breach of statutory duty) or otherwise (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special, indirect or consequential damage of any nature whatsoever.

### **14.1 Cancellation**

No order which has been accepted by the company may be cancelled by the Buyer except with the agreement in writing of the Seller and on the terms that the Buyer shall indemnify the seller in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation