

This contract is subject to the law of England and Wales.

## **1. Definitions of Terms and Conditions**

'Buyer' means the person "you" who buys or agrees to buy the goods from the Seller means DX Signs Ltd.

'Conditions' means the terms and conditions of sales set out hereunder and any special terms and conditions agreed in writing by the Seller. This comprises of all terms of the contract between the buyer "you" named in our quotation and DX Signs Ltd for the goods and/or service.

'Delivery Date' means the date specified by DX Signs Ltd when the goods are to be delivered.

'Goods' means the articles which the Buyer "you" agrees to purchase from the Seller DX Signs Ltd. If you accept our quotation or accept or use the goods, you shall be deemed to accept these terms, despite anything to the contrary in your order.

'Price' means the cost of the goods as agreed by the Buyer.

## **2. Quotations and Orders**

**2.1.** Unless you give us prior written notice to the contrary, the person acting or signing the order on your behalf will be deemed to be authorised to do so.

**2.2.** All quotations of price (whether written or oral) are subject to withdrawal or amendment by the company at any time prior to receipt by the Company of any acceptance and thereafter are subject to correction of errors at any time.

**2.3.** All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions, any variation including special terms and conditions agreed between the parties shall be inapplicable unless agreed in writing by the Seller

**2.4.** All descriptions, dimensions, particulars and specifications submitted by the company are deemed to be approximately only. If the specification in your order differs from that on which our quotation was based, we may vary or withdraw our quotation.

**2.5.** Orders may not be cancelled after acceptance without our written agreement. If we agree cancellation you will reimburse us for any costs incurred or committed up to the point of cancellation together with an amount to cover our staff costs in connection with any work undertaken by us in the preparation of the order whether incurred before or after the date of an order, we will also charge an administration fee of up to 20% of the value of the order.

**2.6.** You are responsible for obtaining consent regarding fitting of goods including (without limitation) any planning consent, advertising consent, listed building consent or consent of any person having an interest in the land. If the building is listed, we need to be informed of this before work commences and produce proof of listed building consent.

## **3. Payment Terms**

**3.1.** The Price quoted by DX Signs Limited are exclusive of VAT, which where applicable will be charged in addition to the price quoted.

**3.2.** All Invoices will be due for payment within 30 days of the date of invoice. We reserve the right to demand payment in advance on any order.

**3.3.** Without prejudice Interest will be charged on overdue invoices, from the due date until the date of payment, on a daily basis at the rate equivalent to an annual rate of (8% over the Bank of England base-lending rate) then in force. Compensation for debt recovery costs under the Late Payment Legislation if we are not paid according to our credit terms.

**3.4.** The goods in any consignment shall remain the property of DX Signs Ltd, even after delivery, until you have paid us for them in full. Even though title to the goods has not passed to you we shall be entitled to sue for their price once payment has become due.

**3.5.** Where full payment cannot be legally met, removal of goods will be passed over to a debt recovery or third party, where charges will be passed over directly to the Buyer.

## **4. Goods**

**4.1.** You are responsible for checking all quantity and description of the Goods whether verbally, electronic or in writing and any proof copy we may send to you for checking and you warrant that all copy is accurate and you warrant that all copy does not infringe any copyright, moral rights or other rights of any other person, and does not contain any defamatory or unlawful material.

**4.2.** DX Signs Ltd may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements which will not materially affect the quality or fitness for purpose of the goods.

**4.3.** If you make alterations at proof stage we may charge for the extra work. Where style, layout or type is left to our judgment and you subsequently require changes we may charge for extra work.

**4.4.** Where we design or provide artwork for any item, copyright and other rights in such design, artwork and item shall remain with us. Where we design or provide artwork (or any goods at your request) and you do not order the goods from us we may charge you for any work done at our commercial charging rates.

## **5. Delivery and Fitting**

- 5.1.** Any stated delivery times will commence on receipt of written confirmation of order and payment (if required) and/or signed off artwork, whichever is the later.
- 5.2.** The Company will endeavour to deliver and/or fit the goods without delay and to comply with reasonable delivery fitting instructions, but any specified time of delivery shall not be the essence of the contract and the Company shall not be liable for late delivery howsoever caused, nor shall such failure to deliver be deemed to be a breach of any contract. Without limitation to the foregoing the Company shall not be held liable or responsible for any delay in delivery due to the fault or negligence of any carrier.
- 5.3.** The Company shall not be liable for any loss or damage in transit. If you require us to arrange insurance on your behalf against loss or damage in transit you must confirm this in writing at the time of making the order and you will reimburse us in addition for the cost of such insurance.
- 5.4.** We may deliver in instalments and invoice for each instalment.
- 5.5.** If work is suspended at your request or because of your default for a period of 30 days we may invoice you for work already carried out, materials specialty ordered, and other additional costs including storage
- 5.6.** We shall not be responsible for any discrepancies in delivery or defects in the goods unless they are notified promptly to us in writing as soon as you become aware of them. If you fail to notify us promptly you will be deemed to have accepted the goods. In any event we shall not be liable (or any discrepancies in delivery which are not notified within 10 days of delivery. Goods may not be rejected after they have been used or once they are no longer in the condition in which they were delivered.
- 5.7.** In respect of any materials (such as old signs) removed from any location at which goods are delivered or fitted you warrant that you have unencumbered titled to those materials and that you are properly authorised to dispose of them without the consent of any other person and you warrant that they are safe to remove, that they are not contaminated and contain no dangerous components. If removal of any materials is required from site then a charge may be made to dispose of those materials in an environmentally friendly manner.

## **6. Defects and Liability**

- 6.1.** We will make good, by repair or by the supply of a replacement, defects which, under proper use, appear in the goods within a period of 6 calendar months after the goods have been delivered, and arise solely from faulty design, materials or workmanship: provided that the defective parts have been returned to us and that you have promptly notified us of such defects as soon as you became aware of them. We shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered free of charge. This clause shall not apply to any goods which are used after a defect has been discovered.
- 6.2.** Our liability under clause 6(6.1) above shall be in lieu of any warranty or condition implied by law as to the quality or condition of the goods, and save as provided in that clause we shall not be under any liability, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in section 1 of the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith.
- 6.3.** We shall not be liable for any delay or failure in performance caused by circumstances beyond our reasonable control including without limitation any labour disputes, adverse weather conditions or failure of supplies.
- 6.4.** DX Signs Ltd shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profits, consequential or other economic loss suffered by the buyer howsoever caused as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 6.5.** The validity, construction and performance of this contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.