

## Terms & Conditions

01. These Conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods. In the case of any inconsistency with an order, letter or form of contract sent by the Buyer to Signs & Safety Ltd. (the Company) or any other communication between the Buyer and the Company, whatever may be their respective dates, the provisions of these Conditions shall prevail. If in any particular case any of these conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.

02. Quotation prices, unless otherwise expressly stated to be firm for a period, are subject to variation to take account of cost increases since the date of the quotation. Whilst it is our intention that Catalogue prices will be valid until publication of a new catalogue we reserve the right to alter prices at any time without prior notice. All prices are exclusive of Value Added Tax.

03. The Buyer agrees to pay for any loss, or extra cost incurred by the Company through the Buyer's instructions, or lack of instructions, or through failure, or delay in taking delivery, or through any act or default on the part of the Buyer, its servants, agents or employees.

04. The Buyer shall indemnify the Company against all costs, claims and damages incurred or threatened arising out of any alleged infringement of patents, trade marks, copyright or registered designs occasioned by the manufacture or sale of the Goods made to the specification or special requirements of the Buyer.

5. (1) Unless agreed by the Company in writing, credit accounts shall be due for payment not later than 30 days following date of invoice. For new accounts or customers without a credit account, payment is to be made with order. (2) If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment as and when delivery is made and payment shall be due for each instalment notwithstanding non-delivery of other instalments. (3) The time of payment shall be of the essence of the contract. (4) Without prejudice to any other rights it may have, the Company is entitled to charge interest at 4% above the then Current Base Rate of The Royal Bank of Scotland plc, on overdue balances.

06. Overpayments: Where the Buyer makes a payment to the Company which is in excess of the Contract Price the Company, after deducting the Contract Price, will retain the overpayment on its client account for 12 months from its date of receipt. During that 12 month period the Buyer is entitled, on giving written notice to the Company, to request that the overpayment be returned to it. The Company may charge a reasonable fee to the Buyer on account of its administrative charges and any expenses incurred in arranging for the return of the monies. If the Buyer does not request the return of the overpayment within the 12 month period the Company shall be entitled to retain the overpayment.

07. (1) The period for delivery shall be the period within which the Goods are intended to be dispatched from the Company's Premises, and shall be calculated from the later of the receipt by the Company of the Buyer's order, or from the receipt of all necessary information to enable the Company to manufacture or procure the Goods. (2) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract, nor shall the company be under any liability for any delay beyond the Company's control. (3) The Buyer agrees that Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Company.

(4) No liability for non-delivery, short delivery, loss of or damage to the Goods occurring prior to delivery, or for any claim that the Goods are not in accordance with the Contract will



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attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company:- (a) Within forty eight hours of delivery for short delivery, loss, damage or non-compliance with the Contract or (b) within fourteen days of the date of the invoice for non-delivery. (5) In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Contract, the Company undertakes at its option either to reprocess or replace the Goods at its expense, but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance. (6) If the Buyer shall fail to give notice in accordance with Condition 7(4) above, the Goods shall be deemed to be in all respects in accordance with the Contract and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly. (7) A shortage or surplus charged pro rata, not exceeding 10% will be considered due execution of any order unless otherwise agreed in writing. (8) The Company shall not be obliged to meet any claims on the grounds that the goods supplied do not conform to certain dimensions where it is shown that such goods came within the bounds of stated and agreed tolerances.

08. (1) Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorisation, except stock products under our "No Quibble Guarantee" (UK Business only). Duly authorised returns shall be sent to the Company's Premises. (2) Without prejudice to the generality of sub-clause (1) above, no return of any items produced specifically in accordance with the Buyer's specification shall be allowed.

09. (1) Unless agreed by the Company, carriage shall be charged at the Company's prevailing rate and (2) Delivery in a manner other than that selected by the Company in sub-clause (1) above, shall be charged to the Buyer's account. (3) Export orders shall be charged "ex-works".

10. (1) From the time of delivery the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the Contract and any other contract between the Seller and the Buyer have been made in full and unconditionally. Whilst the ownership by the Company continues the Buyer shall keep the Goods separate and identifiable from all other goods in its possession as bailee for the Company. (2) Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Buyer.

11. (1) The Contract shall not constitute a sale by description or sample. (2) Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) or as to the correspondence of the Goods with any description or sample are hereby expressly negated.

12. (1) In substitution for all rights which the Buyer would or might have but for these Conditions, the Company undertakes in the case of Goods manufactured by the Company, that if within one year of delivery of any item of the Goods a serious defect in materials or workmanship appears therein, it will at its own discretion either credit to the Buyer in full the price paid by the Buyer to the Company for such item or repair it or supply a replacement thereof free of charge at the place of delivery specified by the Buyer for the original Goods, provided, that in any case they have been accepted and paid for. (2) In the case of Goods not manufactured by the Company, the Company offers a one year guarantee against serious defect in material or workmanship, in such event an event the Company will at its own



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discretion either repair it, credit the full price paid, or supply a replacement free of charge, provided the goods have been accepted and paid for. (3) In order to exercise its rights under this Condition, the Buyer shall inform the Company within seven days of the date when such defect appeared or ought reasonably to have been discoverable and shall at the Company's written request return the defective Goods carriage paid to the Company's Premises. (4) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular, but without prejudice to the generality of the foregoing, any failure by the Buyer to comply with any recommendations of the Company as to storage and handling, or fixing of the Goods.

(5) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

13. (1) The Company shall not be liable for imperfect work caused by any inaccuracies in any drawing, or specifications supplied by the Buyer. (2) Alteration at the Buyer's request will be charged for. (3) Work produced, whether experimentally or otherwise, at the Buyer's request will be charged for. (4) Artwork, cutters and other tooling used to produce the goods shall be the property and copyright of the Company, notwithstanding that the Buyer has borne part or all of the cost of such artwork, cutters or tools.

14. The liability of the Company to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.

15. No statement, description, information, warranty, condition or recommendation contained in any catalogue price list, advertisement or communication, or made verbally by any of the agents or employees of the Company shall be construed to enlarge, vary or override in any way any of these Conditions.

16. The Company shall be entitled to delay or cancel delivery, or to reduce the amount delivered if it is prevented from or hindered in, or delayed in manufacturing, obtaining or delivering the Goods by normal route, or means of delivery through any circumstances beyond its control including but not limited to, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

17. The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to non-exclusive jurisdiction of the English Courts.

18. We endeavour to take all reasonable steps to protect your personal information. We do not store any of your credit/debit card details. However, we cannot guarantee the security of any data you disclose online. You accept the inherent security risks of providing information and dealing online over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.



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