

TERMS AND CONDITIONS OF SALE

INTERPRETATION

A In these Conditions 'the Company' means Sign dynamics or any agent authorised by them and 'the Purchaser' means the person or persons, firm or company purchasing from or doing business with the Company. 'The Goods' means all products and signs supplied by the Company to the purchaser,

1. GENERAL

- 1.1 The company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.
- 1.2 In purchasing the goods from the Company on these Terms and Conditions the Purchaser is deemed to acknowledge that they do not entirely rely upon the skill or judgement of the Company or of its employees or agents as to matters connected with the goods.
- 1.3 Any complaint about the goods supplied shall only be entertained by the Company if made in writing within five days of delivery, unless otherwise stated.
- 1.4 Without prejudice to the foregoing the Company's liability for any loss or damage shall not in any event exceed the contract price for the goods.

2. FORCE MAJEURE

The company shall not be liable for any loss or damage caused by non-performance or by delay in the performance of any of its obligations to the Purchaser due to Act of God, Civil Disturbance, Government Action, Strike, Lock-Out or Trade Disputes (whether involving its own employees or those of any other person), difficulties in obtaining materials, breakdown of machinery, Fire or Accident or any other causes whatsoever beyond the control of the Company. Should any such events occur the Company reserves the right to cancel or suspend the contract with the Purchaser without incurring any liability for any loss or damage thereby occasioned.

3. QUOTATION/PRICE

- 3.1 Quoted prices and despatch times hold for the period stated on the Quotation or 30days from the date thereof.
- 3.2 Prices are subject to alteration without notice and whilst every effort is made to adhere to prevailing prices, orders can only be accepted on the strict understanding that invoices will be based on the price ruling at the date of despatch.
- 3.3 Published or quoted prices are exclusive of Value Added Tax which will be charged at the rate applicable at the appropriate tax point.
- 3.4 Orders under £50 only accepted when payment is sent with order. Minimum order £20.
- 3.5 The Company requires a 50% deposit to proceed with orders over £50.

4. ACCEPTANCE

- 4.1 No order shall be deemed accepted by the Company other than upon receipt of a Purchase Order signed by the Purchaser, or receipt of the Purchaser's 50% deposit.
- 4.2 The Company reserves the right to charge for design time,

5. PAYMENT/RETENTION OF TITLE

- 5.1 The goods shall remain the property of the Company and the Purchaser shall have no rights to sell or otherwise dispose of the Goods until paid for in full by the Purchaser and any cheques cleared shall be at the risk of the Purchaser as from the date of delivery.
- 5.2 Goods are supplied on a Cash with Order or Proforma basis, unless the Purchaser has established a Credit Account, in which case Goods are supplied on strictly nett monthly account and shall be paid by thirty days following the date of the invoice. In the event of failure to pay an invoice by the due date all subsequent invoices become immediately payable. The company reserves the right to charge interest on the outstanding balance at a rate of 2% per month.
- 5.3 All discounts on invoices granted to the Company for goods or services supplied are offered on the express condition that payment of the discounted invoices is made as due. Failure to settle any invoice by the due date will render a customer liable to immediate and automatic cancellation of all discounts given to him on outstanding invoices issued by the Company, and the subsequent issue of supplementary invoices reinstating the lost discount. Such supplementary invoices will stand with the original invoices as part of and integral with the original debt, and will be payable immediately upon issue.

6. DELIVERY

- 6.1 All prices quoted are nett ex works with packaging and carriage extra. If required goods will be despatched to the Purchaser by the conveyor of the Company's choice
- 6.2 The Company shall not be responsible for any delay in delivery owing to matters outside the Company's control.
- 6.3 No responsibility will be taken for damage to the goods whilst in transit unless the Company is notified in writing within three days of receipt of goods.

7. PROPER LAW

- 7.1 The contract shall be deemed made and payment expected at the Company's offices in Ipswich.
- 7.2 Unless otherwise agreed these Terms and Conditions and the Contract shall be subject to and construed in accordance with English Law.
- 7.3 In the event of any differences between the Terms and Conditions contained herewith and the Purchase's Conditions of Purchase, the Terms and Conditions contained herewith shall prevail.