



## 1.0 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.

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.

## 2.0 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.

## 3.0 Loss or Damage in Transit

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

- Non-delivery: The customer gives written notice within 21 days of receipt
- Damage in transit, the customer gives written notice within 5 days of delivery.
- 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
- 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.

## 4.0 Acceptance

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 10 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.

## 5.0 Reservation of Title

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

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

## 6.0 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 and only 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.

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

## 7.0 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.

Unless credit terms have been agreed payment is to be made in full at the time of placing the order. The customer must pay for the goods within 30 days from date of invoice of the goods. The company reserves the right to charge interest at a rate of 5% above NatWest Bank Plc base rate from the date on which payment is due until actual payment.

Payments of accounts by cheque should be made to our office at 16a Market Place, Tickhill, Doncaster, South Yorkshire, DN11 9QP and should be made payable to KLE Sign Solutions Ltd.

Quotations are subject to withdrawal at any time before receipt of order. All quotations will be deemed withdrawn if not accepted within 60 days from their date.

## 8.0 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.