

## General Conditions of Contract

### **1.0 Definitions**

- 1.1 **'Customer'** means the person who is purchasing goods and/or services from the Supplier.
- 1.2 **'Conditions'** means these terms and conditions of sale.
- 1.3 **'Delivery Date'** means the date when the goods are to be delivered pursuant to these Conditions.
- 1.4 **'Goods'** means the goods to be supplied to the Customer pursuant to this contract as detailed and set out in the Suppliers initial correspondence and/or quotation.
- 1.5 **'Price'** means the price payable for the Goods as out in this contract but excluding carriage, packing, insurance and VAT.
- 1.6 **'Supplier'** means Matt Vinyl Graphics Ltd of Unit 6, Stonetec Business Park, Stoneferry Road, Hull, HU8 8DA.
- 1.7 **'VAT'** means Value Added Tax chargeable under English law to most products and services sold by registered businesses.

### **2.0 Conditions Applicable**

- 2.1 These Conditions shall apply to all contracts for supply of Goods by the Supplier to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order confirmation or similar document and no variation of these Conditions shall be valid unless previously agreed in writing and signed by a director of the Supplier.
- 2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods pursuant to these Conditions.
- 2.3 Approval by the Customer in writing of the visual layout and design of any Goods or the provision of a written order for goods by the Customer upon receipt of Supplier's quotation shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4 The Customer is responsible for ensuring that the Goods ordered are suitable for the Customer's intended purpose, use, fitment and locations of installation and are of the correct size and type for such use. The Supplier shall be under no liability to ensure that the Goods are suitable for the intended use.

### **3.0 The Price and Payment**

- 3.1 The Price shall be paid by the Customer within 30 days from the date on the invoice or no later than date of collection/delivery for new customers in which this is their first order raised.
- 3.2 If an invoice is not paid in accordance with clause 3.1 above then interest shall accrue from the date when payment became due until the date on which payment is made in cleared funds at a rate of 5% above the base lending rate of Barclays Bank plc per annum, compounded monthly after as well as before judgment.
- 3.3 Cheques will not be accepted as payment.

### **4.0 Limitation of Liability**

- 4.1 This clause 4 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of any breach of this agreement however arising; any use made by the Customer of the Goods, or any part of them and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 4.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 4.3 Nothing in this agreement limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 4.4 Subject to these Conditions the Supplier shall not under any circumstances whatever be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 4.5 The Suppliers total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstance be limited to the Price.
- 4.6 The Supplier shall be under no liability to nor shall be responsible for repair, fitting, or maintenance of any Goods.
- 4.7 The Supplier shall not be responsible for nor under any liability for any damage, loss, costs, charges, fees, expense or other losses of any type whatsoever arising from any damage or injury caused to the Goods, any third party or any property arising from the materials, building, structure, property or other thing place or site to which the Goods may be fitted, or arising from inadequate fitment or use of temporary signage and banners in locations where wind speeds exceed 25mph and it is the Customer's responsibility to ensure that the nature and type of the Goods are suitable for the proposed use and location and also the proposed location is suitable in all respects including structural stability for fitment of the Goods.

4.8 Neither party shall be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.

4.9 Provided that the Goods have been manufactured in accordance with the Customer's original specification then the Supplier shall be under no liability to the Customer for any losses or costs whatsoever incurred by the Customer due to the Goods not being appropriate for the Customer's intended use.

#### **5.0 Risk**

Goods shall be at the Customer's Risk from the time at which delivery takes place.

#### **6.0 Delivery of the Goods**

6.1 In this clause the following words shall have the following meanings:

**Delivery Note:** means the note provided by the Supplier or a third party courier on the Supplier's behalf signed by the Customer or such person as in the opinion of the Supplier is reasonable assumed to have the authority of the Customer to accept delivery.

6.2 Delivery of the Goods shall be made to the Customer's address as notified to the Supplier when the order is placed or other site as may be notified to the Supplier in writing. The Customer must ensure that the site is suitable, safe and accessible in all respects.

6.3 Delivery may be made in one or more parts and each part shall constitute a separate contract which shall be capable of independent performance by the Supplier and Delivery Notes or proof of delivery from courier relating to each part shall be evidence of satisfactory performance relating to each separate part delivery.

6.4 Time shall not be of the essence in relation to delivery by the Supplier to the Customer.

6.5 Delivery shall take place at the time and on the date on which the Delivery Note is signed by the Customer or its representative and the Customer shall be deemed to have accepted delivery of the Goods in the condition and state of the repair that they are at the time of delivery by signing the Delivery Note, which shall provide conclusive evidence of the date and time of delivery.

6.6 If the Customer is not available to take Delivery then the Supplier shall make one further attempt to deliver the Goods failing which the Goods shall be returned to the Supplier and retained by them until the Customer contacts the Supplier to re-arrange a further Delivery at the Customer's cost.

#### **7.0 Notification of Defects**

7.1 The Customer must notify the Supplier in writing of any defects in the Goods within 14 days on which the delivery or collection took place. The Supplier shall be under no liability for any defects arising after this period or which are not notified to the Supplier within that period and the Customer shall have no right to rescind the contract or reject the Goods after this period has elapsed.

7.2 All deliveries made by a third party courier must be checked for damage in transit on the day of receipt and any damage must be reported in writing to the Supplier on the same day. The Supplier shall be under no liability whatsoever where Goods were delivered by a courier and the Customer failed to notify any defects to the Supplier in accordance with this clause 7.2.

7.3 Any defects notified to the Supplier within this period shall be rectified by the Supplier at its own cost and within a reasonable time following notification of the defect having been made by the customer.

#### **8.0 Supplier's Warranty**

8.1 The Supplier shall at its own discretion within 12 months from the date hereof at its own cost repair or replace any of the Goods thereof which, in the reasonable opinion of the Supplier, are defective or not fit for purpose or of inadequate quality of workmanship providing that the Customer notifies the Supplier of any such faulty within a period of twelve months from the date hereof.

8.2 The Supplier shall not be liable to replace, and the warranty given in clause 8.1 above shall not apply in respect to, components of the Goods which were not manufactured, assembled, or fitted by the Supplier or repair or replace any Goods or components thereof which are defective due to the normal wear and tear or want of reasonable maintenance by the Customer.

8.3 Notwithstanding the provisions of the foregoing clause the Supplier shall not be liable to repair or replace any defects in the Goods or components thereof where they were produced, manufactured, installed, fitted, or supplied by a third party not being the Supplier.

#### **9.0 Supplier's Retention of Title**

9.1 Title in the Goods shall not pass from the Supplier to the Customer unless they have paid the Price plus VAT and any other sums which may be due from the Customer to the Supplier in full with cleared funds.

9.2 Until payment in full has been made the title to the Goods remains with the Supplier and the Supplier retains the right to retake possession thereof and the Customer hereby grants to the Supplier (with or without vehicles, plant, equipment and machinery) an irrevocable right of entry onto any premises or site of the Customer on which the Goods may be (but not to break and enter) during normal business hours to remove and recover possession of the Goods without any liability on the Supplier to make good any damage reasonably caused thereby.

#### **10.0 Miscellaneous Clauses**

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

10.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

10.3 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

10.4 All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10.5 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

10.6 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.7 A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.