



TERMS AND CONDITIONS

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| 1. DEFINITION |
| In the set terms and conditions 'the customer' shall mean the company, firm person or organisation stated. 'The goods' shall mean the goods stated. 'The company' shall mean Action Graphics (Birmingham) Ltd. |
| 2. CONTRACT |
| No variation in these terms and conditions can be accepted by the company unless agreed in writing by the company prior to receipt of an order from the customer, such agreement in writing to be signed by and only by a partner/director in the company. |
| 3. PRICE |
| i. Subject to (ii and iii) the price shall be the sum stated subject to VAT at the appropriate rate as applicable. ii. The price is based upon work undertaken during normal working hours. We reserve the right to vary the price to cover any variations in such costs or if overtime work is required. The customer will be informed upon receipt of the order if there are any extra costs. iii. All prices quoted are ex our works and subject to an additional charge for package and carriage, which charge will be limited to costs actually incurred by the company. |
| 4. PAYMENT |
| i. We will open a credit account reference for the customer on receipt of two satisfactory trade references. For credit account holders payment is due not later than the last day of the month following the month of invoice. All non-account customers must pay the invoice in full upon collection/ delivery. ii. Any delivery date is given as an estimate only and the customer shall not purport to cancel the contract in the event of delay, however this delay be caused. iii. We shall not be liable for any claim by the customer for direct or consequential loss arising from late or non-delivery. iv. The company must be informed in writing if: (a) within three working days of the customers receipt of our invoice the goods have not been delivered, and (b) within three working days of arrival of the goods, in the event of any deficiency or damage. |
| 5. DELIVERY |
| i. Any delivery costs incurred will be charged to the customer in full. ii. Any delivery date is given as an estimate only and the customer shall not purport to cancel in the event of delay, however this delay be caused. iii. We shall not be liable for any claim by the customer for direct or consequential loss arising from late or non-delivery. iv. The company must be informed in writing if: (a) within three working days of the customer's receipt of our invoice the goods have not been delivered, and (b) within three working days of arrival of the goods, in the event of any deficiency or damage. |
| 6. TITLE |
| i. Title in the goods shall not pass to the customer until the goods have been paid for in full. Until payment in full we reserve the right to enter any premises to repossess the goods. Upon delivery the goods shall be at the risk of the customer. If, however, the customer sells or in any other way parts with possession of the goods to the effect that the said third party obtains valid title to the goods, then whilst any such sums are due as foresaid, the customer shall be trustee for the company of the proceeds of sale or to claim for such proceeds of sale and the purchaser shall place such proceeds in a separate account. For the purpose of any such sub-sale or transfer of title to a third party shall in anyway confer upon the customer the right to act as agent of the company. ii. All work produced and filed by the company on the company's computers, including artwork/digitising/scanning/layouts remain the property of the company. iii. While in our possession all property or vehicles belonging to the customer shall be at the customers risk and the customer should insure accordingly. We shall not be liable for any claims by the customer for direct or consequential loss arising from loss of or damage to any said property of the customer, howsoever such damage may be caused. |
| 7. COPYRIGHT |
| i. The customer undertakes that he/she is unconditionally entitled to reproduce all material which he/she wishes us to reproduce. The customer shall indemnify us in respect of any claims, costs and expenses arising out of any libel or infringement of copyright trademark registered design or other proprietary right of a third party. ii. If the customer wishes to supply us electronic artwork containing commercially licensed font code which is covered by a licence agreement, he/she undertakes that he/she has read and understood the terms of that agreement and that he/she has ensured that he/she has supplied us electronic artwork in a way that is acceptable to the font(s) licence agreement(s). |
| 8. FORCE MAJEURE |
| We shall not be liable to the customer if we are unable to perform the contract for any reason beyond our control, including but not limited by Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation or furtherance of dispute or owing to any inability to procure materials required for performance. |
| 9. LIABILITY |
| i. Nothing herein contained in this clause is to be taken to purport to affect the statutory rights of a consumer. Sub class (vi) and (vii) hereof shall not apply to any sale or service provided to a consumer or in connection with the carrying out of a consumer transaction. ii. Any claim in respect of defects or shortages in the goods must be notified to us in writing within three days of delivery, otherwise no claim will be entertained. iii. In the event of a claim for defect goods these defect goods must be returned to the company within seven days of delivery, carriage paid by the customer, for examination purposes, together with all relevant original artwork etc. iv. Subject to compliance, with paragraphs (ii) and (iii) of Clause 9 herein, and in the event of a justified complaint we will rectify defects or supply replacement goods, or at our opinion refund the price of the goods. v. The rectification of defects, supply of replacement goods or refund of the price shall be the limit of our liability to the customer. vi. Save in respect of claims relating to death or personal injury resulting from negligence the company shall not be liable to the customer for direct or consequential loss howsoever caused. vii. All terms as to merchantable quality, fitness for the purpose and workmanship are hereby specifically excluded. viii. Orders for the installation and erection of signs 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. ix. Where signs are 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 sub-contractor in the event of the position of such services not being 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 sign and fittings. x. Where electrical connections are required it is in the responsibility of the customer to provide and ensure the maintenance of a clean and effective supply of electricity to the point of connection at the sign. xi. The company shall not be responsible for any maintenance after installation. The client is strongly advised to seek a maintenance contract with a reputable company. xii. The company shall not be responsible for any external damage, howsoever caused or for misuse or abuse caused to the sign or damage to any third party after installation. The customer is therefore strongly advised to obtain and maintain a regular and sufficient insurance cover. xiii. All products supplied by the company are guaranteed for a period of six months from the date of supply and installation but this clause is to be taken to exclude all external damage, if caused by misuse or abuse, which will invalidate this guarantee. |