

Thames Valley Signs

Standard Terms and Conditions of Business

The attention of the customer is drawn in particular to the provisions of clause 11

1. About us

1.1 Synbu UK Ltd t/a Thames Valley Signs is a company registered in England under company registration number 7490537 and whose registered office is at Beechey House 87 Church Street Crowthorne Berkshire RG45 7AW ('We'). Our trading address is 18 Bilton Industrial Estate, Bracknell, RG12 8YT Our VAT registration number is 107615530. Our web address is www.thamesvalleysigns.co.uk

2. Scope

2.1 These terms and conditions ('Terms') apply to all supplies of signs (including all descriptions of internal and external signs, illuminated signs, digital sign systems, exhibition graphics, window graphics, large format digital prints, vehicle lettering, vehicle graphics, vehicle wraps, banners and displays) ('Signs' and 'Sign' shall be interpreted accordingly), graphic design work and installation services provided by us, to the exclusion of the terms and conditions of our customers.

3. Contracts

3.1 You may place an order by confirming acceptance of our written quotation ('Quote') and paying all sums due and payable at the time of placing the order. All Quotes are valid for 30 days and if accepted as aforesaid within that time, will cause a binding contract to be formed between us ('Contract'). Your acceptance must be written, save that we may choose to accept an order placed over the telephone at our discretion. In these Terms, 'written' includes email and facsimile.

3.2 These Terms, plus our Quote, set out the entire agreement between us in relation to your order. In the event of any conflict between the Quote and these Terms, the provisions of the Quote shall prevail.

3.3 All contracts are between us and the person(s), partnership or corporation named as the customer at the time of ordering ('Customer'). Except in the case of clause 4, the term 'you' is used in these Terms to refer to the Customer.

3.4 Contracts placed with us are for the supply of finished goods or the supply and installation of finished goods.

4. Authority

4.1 You personally warrant by placing an order with us that you are authorised to enter into a legally binding contract with us on behalf of the Customer.

5. Approval of Proofs

5.1 Before any Sign is supplied, proofs will be submitted to the Customer for approval. The Customer agrees to

respond to proofs submitted within 14 days or such shorter period as may be stated in the Quote. If you have not responded to proofs within that period, we may terminate the Contract or treat the proofs as having been accepted and proceed to printing without further reference to you.

5.2 We will not be required to submit more than two sets of replacement proofs. If acceptance is not received within 14 days of the submission of the second set of proofs, we may terminate the Contract. It is agreed that in these circumstances the Customer shall be liable for 25% of the order price (exclusive of delivery and installation) for our work provided up to the date of termination. Once this sum has been deducted, the remaining balance of the deposit paid to us will be refunded.

5.3 Once proofs have been approved, further alterations will be at our discretion and subject to the Customer accepting our further charges in relation thereto.

5.4 If we are asked to prepare proofs which contain images or text which we consider to be unacceptable, including those which are obscene or incite violence or racism or which may offend against any applicable advertising laws or codes, we may terminate the Contract. In these circumstances, we reserve the right to charge a reasonable fee for the work carried out prior to the termination, which may be up to 25% of the total order price (exclusive of delivery and installation).

6. Delivery and Installation

6.1 We will use our best endeavours to supply proofs and deliver finished Signs within the timescales specified in our Quote or, where no timescale is so specified, within 30 days of the order date in the case of first proofs, 14 days from receipt of full instructions in relation to secondary proofs (if any) and 30 days of acceptance of proofs in the case of finished Signs.

6.2 Your sole remedy in the event of any delay by us will be to cancel your order by notice in writing. You may only exercise this remedy if the time for delivery specified in clause 6.1 has expired and you have still not received your proofs or finished Signs (as the case may be) and you have also given 14 days' written notice of your intention to terminate, which notice period has expired.

6.3 Delivery or installation of Signs may be made at any time after your order has been placed, between the hours of 9am and 5pm, Monday to Friday. Delivery will be at our premises unless your order includes delivery and/or installation, in which case delivery or installation will be at the premises stated in the Quote or at your normal place of business in the UK if nothing is stated. Time shall be of the essence of your obligation to collect, accept delivery or permit installation. If you fail to do so, we may, without prejudice to our other rights and

- remedies, terminate the Contract or store the Signs (at your cost) pending delivery being made. We may also elect to treat the Signs as having been delivered and if collection has not occurred within 30 days of notification to you to collect, treat the Signs as having been abandoned and dispose of them accordingly.
- 6.4 Delivery and installation costs will be as set out in our Quote. Where delivery is unsuccessful, you agree to pay the costs of all additional delivery and installation attempts when invoiced, by return.
- 6.5 In certain circumstances local authority permits may be needed for a Sign. It is the Customer's responsibility to check if any permits are required and to make such applications as shall be necessary. We shall not be liable in connection with any Signs ordered which do not meet planning requirements.
- 6.6 Where it has been agreed that installation work will be carried out by us and that work includes the connection of Signs that have an electrical component, the following conditions will apply:
- 6.6.1 we will only connect the Sign to a suitable connection point within 2 metres of the proposed location of the Sign; and
- 6.6.2 it is the Customer's responsibility to ensure that a suitable connection point is available and that all work carried out conforms to the prevailing legal standards. Please note that we are sign manufacturers and our installers are not certified electrical engineers. Subject to clause 11.3 of these Terms, we will not be liable in relation to any damage to the Signs or the Customer's property which arises from faulty electrical work during installation.
- 7. Risk/Title**
- 7.1 Title to the tangible property in the Signs will not pass until payment in full has been received.
- 7.2 You hereby grants us a licence to enter upon your premises for the purpose of repossessing Signs if any sums due under the Contract are not paid on the due date.
- 8. Price & payment**
- 8.1 The full purchase price shall be payable at the time of placing the order in relation to orders with a value under £60.00 (exclusive of VAT). In other cases, a deposit of 50% (or such higher sum as shall be stated in the Quote) shall be payable at the time of ordering. We may invoice for the balance at any time after completing delivery or installation. Invoices will be payable by return or on such other terms as may be stated in the Quote.
- 8.2 Your obligation to pay our invoices within the period specified in clause 8.1. shall be of the essence of the Contract.
- 8.3 If you fail to pay any sum to us on the due date, you shall be liable to pay interest to us on the sum from the due date to the date of payment in full at the annual rate of 8% above the base lending rate of the Bank of England from time to time, accruing daily and compounding monthly, whether before or after any judgment. We also reserve the right to claim compensation under the Late Payment of Commercial Debt Regulations 2002 on each invoice which is not paid on or before the due date.
- 8.4 If an invoice remains unpaid after 30 days of the date of that invoice We reserve the right to charge interest, late payment fees and the reasonable costs of recovering any invoice including any additional administration & legal/debt recovery costs by virtue of the Late Payment of Commercial Debt Regulations 2013.
- 8.5 All prices quoted are exclusive of VAT and installation unless otherwise stated in our Quote.
- 8.6 All payments to us shall be made in full without any deductions or set offs.
- 9. Specification and Quality**
- 9.1 Signs will be manufactured using the materials and grades of materials specified in the Quote (if any), to the dimensions (subject to reasonable tolerances) specified in the Quote (if any) and in accordance with the approved proofs (although colours may be subject to slight variations). Notwithstanding the foregoing, we reserve the right to make changes to any aspect of the specification of the Signs in order to comply with applicable legal or regulatory requirements, including without limit safety requirements, or otherwise where such changes do not affect the quality or performance of the Signs. Any changes we make to the specification will be without prejudice to clause 9.4.
- 9.2 We warrant that all Signs will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 when they are delivered and shall be fit for any particular purpose which was made known to us and is referred to in our Quote (which must be written).
- 9.3 All Signs will be deemed to have been free from defects when delivered or installed unless those defects have been brought to our attention, using a reasonable level of detail, within 7 days. If we fail to deliver or install Signs which comply with the Contract, we may at our discretion repair or replace the Signs or issue you with a refund. You agree to give us at least 30 days to repair or replace any defective Sign and to give us reasonable access and opportunity to do so. If you have complied with this obligation and we have failed to deliver Signs which are compliant with the Contract within the aforementioned 30-day period, you may, as your sole remedy, terminate the Contract in relation to any Sign affected and claim a full refund of the purchase price of that Sign.
- 9.4 Our services do not include legal advice and you should rely upon your own advice in relation to the specification for Signs and the lawfulness of material to be included in the Signs.
- 10. Intellectual Property**
- 10.1 You agree to indemnify us and hold us harmless in relation to any claims, damages or expenses incurred by us or our officers, employees or sub-contractors as a result of a claim by a third party that we have infringed their intellectual property in manufacturing a Sign to a design provided by you or which includes any graphic or literary works provided by you.

- 10.2 In the event that we create original graphic works or designs for you, we shall remain the sole proprietor of those works and designs and you shall have an exclusive licence in relation to the applicable intellectual property rights, but this licence shall terminate if we terminate the Contract for any reason, e.g. due to non-payment.
- 11. LIMITATIONS ON LIABILITY**
- 11.1 The limitations on liability set out in this clause 11 and elsewhere in these Terms are separate and not intended to limit each other unless the contrary is stated.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permissible by law, excluded from the Contract.
- 11.3 Nothing in these terms excludes or limits our liability:
- 11.3.1 for death or personal injury caused by our negligence; or
- 11.3.2 for fraud or fraudulent misrepresentation; or
- 11.3.3 for any other matter which it would be illegal for us to exclude or attempt to exclude our liability.
- 11.4 Notwithstanding any other provision of these Terms, but subject to clause 11.3, we shall have no liability whatsoever, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
- 11.4.1 loss of profit;
- 11.4.2 loss of anticipated savings;
- 11.4.3 loss of business;
- 11.4.4 loss of goodwill;
- 11.4.5 any indirect, special or consequential losses or damages.
- 11.5 We shall not be liable in relation to:
- 11.5.1 any damage to paintwork occasioned by the application of vehicle wraps to vehicles which have been totally or partially re-sprayed; or
- 11.5.2 any failure of adherence occasioned by the application of a vehicle wrap to a vehicle which is not clean and dry.
- 11.6 Subject to clause 11.3, our total aggregate liability in contract, tort (including negligence), breach of statutory duty or otherwise, arising in connection with the supply of any goods or services by us shall be limited to the price of the order giving rise to the claim.
- 12. Force Majeure**
- 12.1 We shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure results from events, circumstances or causes beyond our reasonable control, including without limit: acts of God, flood, earth quake, natural disaster, epidemic or pandemic, war, threat of war, armed conflict, terrorist attack, civil commotion or riots, fire, explosion, severe weather, interruption of utility, labour dispute or changes in the law.
- 13. Miscellaneous**
- 13.1 Each of our rights and remedies under the Contract is without prejudice to any other right or remedy whether under the Contract or the general law.
- 13.2 You agree that you have not relied upon any representation made by us or on our behalf in entering into the Contract, save as may be contained within these Terms or set out within the Quote.
- 13.3 If any provision of the Contract is found by a court of competent jurisdiction to be void, the remaining provisions of the Contract shall continue in full force and effect.
- 13.4 No third parties have any rights under the Contract whether under the Contracts (Rights of Third Parties) Act 199 or otherwise.
- 13.5 Any notices served under the Contract shall be served on us at:

18 Bilton Industrial Estate, Bracknell, Berks RG12 8YT
- 13.6 We may serve notices under the Contract on you at any email address or facsimile number you provide to us, or at the registered office address of the Customer or any trading address of the Customer.
- 13.7 These Terms may be updated from time to time. Before placing an order with us, please ensure that you have read the latest versions of these Terms.
- 13.8 We may wholly or partially, sub-contract and/or assign the benefit of, any Contract. You may not assign the benefit of the Contract without our written permission.
- 13.9 Clause 11 and all other restrictions on our liability in these Terms will survive the termination of the Contract howsoever arising.
- 13.10 The Contract will be governed by the law of England and Wales for all purposes and the courts of England and Wales shall have exclusive jurisdiction in relation to all disputes arising under or in connection with the Contract.