

northampton SIGNS

Unit 5, Stour Rd, Weedon Rd Ind Estate, Northampton, NN5 5AA.

Tel: (01604) 758198 Fax: (01604) 759515

E-mail: nsl@northamptonsigns.co.uk

Standard Terms and Conditions of Sale

1 Definitions

- 1.1 'The Company' means Lionmede Limited trading as Northampton Signs.
- 1.2 'The Purchaser' means the other party to an agreement or the supply of goods or services by the Company.
- 1.3 'Goods' means the Goods or Services supplied by the Company to the Purchaser (including any instalments of the Goods or any parts for them if applicable).
- 1.4 'Agreement' means any Agreement of which these general conditions of sale form part.
- 1.5 'Premises' means the Premises from which the Goods were supplied.
- 1.6 'Safety Legislation' means the Health and Safety at Work etc Act 1974, the Consumer Protection Act 1987 and all amendments thereof and regulations thereunder, the General Product Safety Regulations 1994 and all other legislation (including European Community legislation) imposing legal requirements with respect to the safety of Goods, or the handling, transportation, storage or disposal of Goods or Goods incorporating the Goods.
- 1.7 'Certificate' means written confirmation in terms satisfactory to the Company from the purchaser that there are no shortages, breakages or apparent defects in the Goods on delivery.

2. General

- 2.1 These conditions shall apply to all agreements between the Company and the Purchaser for the sale of Goods. All other terms, conditions and warranties whether express or implied, statutory or otherwise are excluded save to the extent provided in these conditions or in any written document signed by both parties.
- 2.2 The Company's quotation is merely an invitation for an order subject to these conditions.
- 2.3 By making an order subsequent to receipt of these conditions the purchaser acknowledges that these Conditions shall prevail over inconsistent conditions purported to be imposed by the Purchaser of any previous course of dealing between the Company and the Purchaser.

3. Publications and Representations

- 3.1 All descriptions and illustrations contained in any of the Company's publications present merely a general idea of the Goods described in them and shall not form part of an agreement unless specifically incorporated as provided in clause 2.1
- 3.2 The Purchaser acknowledges that it has not relied upon any oral or written representations made by or on behalf of the company save as in writing and expressly included in the Agreement. The Company shall have no liability for any representation not in writing and not incorporated in the agreement.

4. Variations
 - 4.1 The Company reserves the right to update and amend any specification of Goods without notice to the purchaser.

5. Cancellation of Orders
 - 5.1 No cancellation of any order will be effective unless in writing and until accepted in writing by the Company. The Company reserves the right to accept any cancellation and no cancellation will be accepted of special orders for Goods not normally stocked by the Company or which are being manufactured for or obtained by the Company.

6. Prices
 - 6.1 Save as otherwise agreed all Goods will be charged at prices current at the time of despatch and all prices quoted are exclusive of VAT.
 - 6.2 Prices quoted for delivery of Goods within the United Kingdom are nett ex-works (carriage extra).

7. Terms of Payment
 - 7.1 Payments shall be due within 30 days of the Company's invoice unless agreed otherwise in writing by the company. The Company reserves the right to make acceptance of any order subject to advance payment.
 - 7.2 Time for payment shall be of the essence of the agreement.
 - 7.3 The Company shall be entitled to charge interest on overdue accounts at the rate of 8% over Bank of England base rate from time to time.
 - 7.4 The Company may deliver Goods by instalments and invoice each instalment separately. Payment for each instalment shall be made as if the same constituted a separate contract.
 - 7.5 The Purchaser shall not make any deduction from the invoice price of Goods on account of any set-off or claim.

8. Delivery
 - 8.1 Unless a delivery date is stated in writing by the Company to be binding such delivery dates shall not be of the essence of the agreement and the Company shall not be liable for failure to deliver the Goods by such dates.

9. Non-Delivery and Returns
 - 9.1 Liability for non-delivery of Goods will not be accepted by the Company unless it is notified in writing within 5 working days of the date of despatch of the delivery note.
 - 9.2 The Purchaser shall inspect the Goods immediately on delivery. Any shortages, breakages or apparent defects must be reported in writing to the Company within 5 working days of delivery. If the Purchaser shall not give notice within such period the Goods shall be conclusively presumed to have been accepted.
 - 9.3 If the Company accepts the purchaser's claim under clause 9.2 above it shall repair or replace the Goods or at its option allow the purchaser credit in respect of the Goods. The Company shall not be liable for any further claims for direct, indirect or consequential damage or loss.

10. Property and risk
 - 10.1 Until all monies due to the Company have been paid by the Purchaser the Goods shall remain the property of the Company as legal and equitable owner.
 - 10.2 Notwithstanding that title to the Goods shall remain with the Company the Goods shall be at the risk of the purchaser as soon as they are delivered to the Purchaser's premises or

otherwise to the order of the purchaser. The purchaser will insure to their full value any Goods wherein the risk but not the title has passed to it and indemnify the Company for loss or damage to such Goods.

- 10.3 Until title to the Goods passes to the purchaser or to the purchaser's customer:-
- i) The Purchaser shall store the Goods such that they shall at all times remain separate from other Goods in the purchaser's possession and be readily identifiable as the Company's goods.
 - ii) The Purchaser shall at the request of the Company deliver up the Goods to the Company and the Company may at any time (and whether or not the Purchaser shall be in default in making payment under this agreement) recover from the Purchaser those Goods in the Purchaser's possession and for the purpose of such recovery the Company's servants and agents may enter upon premises in which the Goods are situated.
 - iii) The Company Agrees to permit the Purchaser to dispose of the Goods in the course of its business provided that such permission may be revoked at any time by notice by the Company and shall automatically and without notice be revoked upon the purchaser committing an act of bankruptcy or upon the commencement of liquidation proceedings compulsory or voluntary of the Purchaser or the appointment of a receiver, administrator, administrative receiver or judicial administrator over any part of the Purchaser's assets.
 - iv) The Company shall be entitled where the Goods have become attached to or incorporated within any other products, to detach the Goods from the other products to or in which the Goods have been attached or incorporated.

11. Lien

- 11.1 The Company shall have a general lien against the Purchaser for the time being in the possession of the Company for amounts overdue under this Agreement.

12. Guarantee

- 12.1 Should any failure or defect of the Goods occur or become apparent within 6 months (or such other longer period as the Company may indicate in respect of particular Goods) from the date of delivery which is proved to the Company's satisfaction to be the result of defective material or workmanship and not caused by fair wear and tear or damage in transit or accident the Company subject to condition 12.2 below will supply a new part free of charge to the Purchaser.
- 12.2 The above guarantee shall not apply in respect of:-
- 12.2.1 defects which would have been reasonably apparent to the Purchaser on examination of the Goods on delivery and which have not been notified to the Company in accordance with clause 9.2
 - 12.2.2 defects or failures (not being defects to which Clause 12.2.1 applies) which are not reported to the Company within 30 days of the failure or the defect becoming apparent.
 - 12.2.3 Any failure or damage due to Goods being misused or neglected or operated in excess of their rated capacity or contrary to instructions issued by the Company or the original equipment manufacturer or under conditions detrimental to their successful running.
 - 12.2.4 Goods which have been modified in any way by the Purchaser or any third party.
 - 12.2.5 Goods which have continued to be used by the purchaser (or any sub-buyer from the Purchaser) after the failure or defects of the Goods first became apparent.
 - 12.2.6 Subject to clause 13 any direct or indirect or consequential liability loss injury or damage (other than death or personal injury) arising through any such failure or defect; and the Company's obligation shall (subject to clause 13 below) be limited in any event to the replacement of the defective Goods.

13. Liability
- 13.1 Subject to Clause 13.2 below the obligations of the Company under Clauses 9 and 12 are undertaken by the Company and accepted by the Purchaser in lieu of and to the exclusion of all conditions and warranties express or implied, statutory (save for the implied conditions as to title and for warranties implied by statute in the case of sale to a consumer) or otherwise.
- 13.2 The limitation of liability referred to in Clause 13.1 shall not apply so as to exclude or restrict the Company's liability for death or personal injury resulting from the negligence of the Company.
- 13.3 The Purchaser will indemnify and keep indemnified the Company against all claims, actions, proceedings, costs and expenses for any liability of the Company in connection with the Goods whether such action is brought against the Company in contract or in tort or under any Safety legislation.
- 13.4 The Purchaser shall not remove, replace or otherwise interfere with any trade marks, Signs, notices, packaging, labelling or instructions affixed to or supplied on or with any Goods. The purchaser shall not sell, supply or offer for sale or supply any Goods containing apparent breakages or defects or which have deteriorated in condition since the time of their supply by the Company. The Purchaser shall indemnify, and keep indemnified, the Company from and against any liability incurred or suffered by the Company as a result (whether direct or indirect) of any failure by the Purchaser to comply with its undertaking in this Clause 13.4.
14. Force Majeure
- 14.1 The Company shall have no liability to the purchaser in respect of any failure or delay in performing any of its contractual obligations to the Purchaser attributable to any cause of whatsoever nature beyond the Company's reasonable control and no such failure or delay shall be deemed to constitute a breach of contract.
15. Termination
- 15.1 The following shall be treated as a breach of the terms of the Agreement and the Company shall be entitled without prejudice to its other rights and remedies to treat any such breach as a repudiation of the Agreement and to terminate the Agreement accordingly:-
- 15.1.1 Any failure of the purchaser to take delivery of the Goods or to remedy any material breach of its obligations
- 15.1.2 The levying of any distress, execution or other legal process upon any of the Purchaser's assets;
- 15.1.3 Any arrangement or composition between the Purchaser and its creditors or the passing of a resolution of the making of an order for the winding up of the purchaser or the making of any administration order in respect of the Purchaser or the appointment of any liquidator, administrative receiver, judicial administrator or receiver or manager in respect of any part of the undertaking or assets of the purchaser.
- 16.2 The Company shall be entitled, as an alternative to termination under clause 15.1 to suspend the performance by the Company of the Agreement and such suspension shall not constitute a termination of the Agreement and the Purchaser shall have no rights against the Company by reason of such suspension. Suspension of the Agreement shall not prejudice the Company's rights subsequently to terminate the Agreement.
17. Waiver

- 17.1 Any failure on the part of the Company to terminate this Agreement or to take any action for enforcement of the Agreement in consequence of any breach by the Purchaser shall not operate as a waiver of the breach or prevent the Company from enforcing its rights or remedies in full.
18. General
- 18.1 Any notice given by either party to the other under these Conditions shall be in writing addressed to its registered office or such other address as may have been notified to the party giving the notice.
- 18.2 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the validity of these Conditions and the remainder of this provision shall not be affected.
- 18.3 Every Agreement to which these Conditions apply shall be construed and take effect in accordance with the Law of England and the parties shall accept the non-exclusive jurisdiction of the English Courts.
- 18.4 Further copies of these General Conditions of Sale are available on request from the Company at Unit 5, Stour Road, Weedon Road Industrial Estate, Northampton NN5 5AA