

## *Terms & Conditions.*

The following 'Terms & Condition of Sale' set-out below is applicable to Fine Sign (Wembley) Ltd hereinafter referred to as 'the Sellers'

### 1. Contracts

- (a) Contracts are made and orders are accepted only upon and subject to these Conditions of Sale. All other conditions are hereby excluded unless expressly accepted in writing by 'the Sellers'
- (b) In entering into a contract with 'the Sellers', the Buyer acknowledges that the contract has not been induced by any representations orally or in writing made by 'the Sellers', their servants or agents.
- (c) No quotation, estimate or tender given or made by 'the Sellers' shall form an offer capable of acceptance by the Buyer. A binding contract for sale shall only be created upon the acceptance in writing by 'the Sellers' of the Buyer's order or other offer to purchase.
- (d) The 'Sellers' reserve the right to contract-out in part or in total goods & services of the Buyer's order.
- (e) Any typographical, clerical or other error or omission in any sales literature, quotation, price-list, acceptance of offer, invoice or other document or information issued by 'the Sellers' shall be subject to correction without any liability on the part of 'the Sellers'
- (f) The Buyer acknowledges that the Buyer is not purchasing as a consumer.

### 2. Prices

- (a) Unless expressly stated otherwise in any quotation issued by 'the Sellers' to the Buyer, all prices quoted are ex works and exclude the cost of packing. Any applicable value added tax or any other sales tax or excise duties paid or payable by 'the Sellers' shall be added to the price and shall be payable by the 'Buyer'.
- (b) Firm price quotations are valid for a period of one month from the date of quotation for UK quotes and/or seven days for International quotations subject to exchange rates. The Seller' may, at their absolute discretion, accept or reject any order placed by the Buyer.
- (c) In the event of the Buyer cancelling a part of the order in accordance with the provisions of Clause 8, 'the Sellers' reserve the right to revise the price or prices quoted for goods already delivered.
- (d) 'The Sellers' reserve the right to review the contract price(s) in the event of inflationary costs incurred or devaluation of the pound sterling or fluctuation in the rate of foreign exchange.

### 3. Delivery Charges.

UK Mainland:- Orders charged at cost.

Non UK Mainland:- Charged at cost, details available on request.

Overseas:- Orders are supplied Ex-Works, quotations for insurance and shipping are available on request.

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## 4. Claims

All goods must be inspected on delivery, any claims for damaged or faulty goods must be reported within 3 days, a copy of the despatch note must accompany any claim. Claims will not be entertained for goods returned without original packaging.

## 5. Payment

Pro-forma for new accounts unless arrangements have been agreed by 'the sellers': advanced payment of 60% of total invoice where goods/order value is in excess of £2500 inclusive of carriage & vat. Other accounts: 30 days from invoice date;

Charges of 4% above HSBC Bank plc base rate will be incurred on overdue accounts;

## 6. Risk & Liability

Risk of damage to or loss of the goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when 'the Sellers' have tendered delivery of the goods.

For the purpose of this Clause, 'delivery' shall mean the arrival of the goods at the place of delivery of the Buyer where delivery is by 'the Sellers', or the safe loading of the goods into the Buyer's vehicles at 'the Sellers' premises where delivery is through collection by the Buyer.

## 7. Title of Goods

Legal title of goods supplied shall be retained by 'the Sellers' until the price of the goods comprised in this contract and all other money due from the buyer to 'the Sellers' on any other account has been paid in full.

## 8. Cancellation

Contracts and orders and parts thereof may be cancelled only by 'the Sellers' written acceptance of such cancellation. Where the seller accepts such cancellation, the Sellers reserve the right to charge the Buyer with the amount of any losses or expenses directly or indirectly resulting from such cancellation.

## 9. Payment Method

Payments accepted by cheque or internet bank transfer only!

Fine Sign (Wembley) Ltd has no merchant facilities for accepting payments by credit or debit cards.

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## 10. Privacy Statement & Email Transmission Disclaimer

Fine Sign (Wembley) Ltd respects and takes the safety of your data seriously and only holds your details for purposes of shipping goods that you have requested from us. We will not pass this information on to any other third party except for our designated shipping agent for purposes of sending your goods that you have requested from us.

### Email Transmission Disclaimer Notice

Email transmission is not guaranteed 100% secure as emails can be intercepted, arrive late or incomplete, corrupted, lost or contain viruses although we take all precautions when sending emails but in keeping with good practices we advise that your anti-virus software is regularly updated!

Fine Sign (Wembley) Ltd accepts no liability for errors or omissions in this email and its contents during email transmission.

## 11. Force Majeure

The Sellers' shall not be liable to the customer for any loss damage or expense which may be incurred or suffered by the customer as a direct or indirect result of the Company delaying in our being prevented from carrying out its obligation under the contract by reason of an act of God, riot, strike, lock-outs, trade disputes or labour disturbances, accident, breakdown of plant or machinery, fire or flood difficulty in obtaining work materials or transport or any other circumstances whatsoever outside the control of the company.

Every effort will be made by 'the seller' to meet with delivery schedules!

## 12. Law applicable

These conditions shall be governed and construed in accordance with English law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English courts.

Fine Sign (Wembley) Ltd Registered Office: 2/11-2 Wembley Commercial Centre,  
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Registered in Cardiff No. 4262148                      Vat Nr. 831 1569 42