B3 TERMS & CONDITIONS OF SALE

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1. DEFINITIONS (In these Conditions)

"Seller/Company" means "?" Ltd. and/or any of its Associated or Subsidiary Companies.

"Buyer" means the person who accepts an estimate of the Seller/Company for the sale of the goods or whose order for the goods is accepted by the Seller/Company.

"The Customer" means the person firm or company entering into the contract with the Company.

"The Contract" means the contract between the Seller/Company and the Customer.

"Goods" means any goods or materials to be manufactured by the Company and/or supplied to the Customer/buyer under the terms of the contract.

"The Works" means the manufacture installation or maintenance of signs or other equipment by the Company under the terms of the contract.

"Export Contract" means a contract where the goods are being sold to a purchaser whose place of residence is outside the United Kingdom of Great Britain and Northern Ireland.

2. GENERAL

a) Unless otherwise agreed in writing by one of the Directors of the Company all quotations are made and all orders accepted subject to these conditions and shall override any conditions or stipulations incorporated or referred to by the Customer whether in the order or in any negotiations verbally or in writing.

b) Any quotation given by the Company shall not constitute an offer but hall constitute an invitation to treat.

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3. PRICE

a) All tenders and quotations are exclusive of VAT which will be charged at the rate applicable at the date of invoice.

b) All prices for delivery within the UK are quoted "ex-works". All prices or goods to be exported from the UK are quoted FOB, UK Port.

c) The Company may increase the quoted price and the Customer shall pay such increase price if;

(i) Any special access equipment is in the opinion of the Company during the course of the performance of the contract necessary for proper performance of its part of the contract.
(ii) Any drawings plans or surveys whether prepared by or on behalf of the Company of the Customer require any amendment which is either requested by the Customer or which in the opinion of the Company is necessary for the proper performance of its part of the contract.
(iii) Any Part of the contract whether at the request of the Customer or otherwise is to be performed outside the normal working hours 8.00am to 5.00pm Monday till Friday.
(iv) The cost to the Company of any materials to be used in the works increases as a result of circumstances outside the control of the Company.

d) Unless specifically mentioned on the face of the quotation or any written contract the price does not include the cost of removal and disposal of any old signs or other of the Customer's property from the Customer's premises. The cost of such removal and disposal will be an additional charge to the price and will be added to the invoice.

4. PAYMENT

a) UK Contract
The Company reserves the right to require payment by cash on delivery or cash against invoice. Where the Company does not exercise the said right payment is due on the last day of the month following delivery of the invoice to the customer.

b) Export Contracts
Payment shall be made against invoice before performance of the contract commences unless otherwise agreed in writing by the Company.

Customers outside the UK should note that the Company requires letters of credit to be irrevocable and confirmed through a UK registered Bank.

c) All Contracts
Any sums not paid by the Customer by the due date shall bear interest at the rate of 5% above bank base lending rate per annum or part thereof from the date when payment is received by the Company.

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d) The time of payment shall be of the essence of this contract.

e) The foregoing provisions will be an addition and without prejudice to all other remedies available to the Company for non payment.

f) The first order unless otherwise agreed) shall be on a Pro Forma basis when after account facilities can be set-up with the provision of suitable references. There is a minimum order value of £50.00 and buyers are requested to consolidate their requirements whenever possible.

5. WARRANTY

a) The Company agrees at its own cost and at its own option o repair or replace any of the goods or parts thereof and to repair or rectify any defects in the works which in each case are proved to the Company to be faulty due to bad workmanship or materials providing in such case that such fault is notified to the Company in writing within a period of six months from the date of delivery of the goods or completion of the works or in the case of a Maintenance Contract within one month from the completion of the works.

b) The Company specifically exempts from the provisions of this clause any part or parts of the goods which were not manufactured by the Company. In the case of such goods the customer shall be entitled to the benefit of any rights obtained by the company in the Company's contract to purchase the goods or parts thereof.

c) Warranty terms are not to be confused with Service Life, this is detailed under section 27

6. LIMITATION OF LIABILITY

Subject to the provisions of clause 5 hereof it is hereby specifically agreed:

a) If the Customer has examined a sample of goods produced by the Company the goods shall be deemed to correspond with their description if they correspond with the sample not withstanding the goods may have been described by the Company.

b) If the Customer has examined the goods or has been provided with plans drawings or specifications or other information by the Company relating to the goods or the works the Customer must make his own judgment as a result of such examination or plans specification and other information.

c) No warranty condition description or representation on the part of the Company is given or implied by these conditions nor is any warranty condition description or representation to be taken to have been given or implied from anything said or written in negotiations between the parties or their representatives by or on behalf of the Company prior to the contract and all statutory or other warranties conditions descriptions or representations express or implied as to

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the state quality of fitness of the goods or the works the subject of the contract are hereby expressly excluded.

d) Without prejudice to the generality of the foregoing it is specifically agreed that the Company will in no circumstances be liable.

(i) For any indirect or consequential loss sustained by the Customer as a result of any breach of contract by the Company.
(ii) For any loss occasioned to the Customer arising out of any damage to or destruction of any property of any type on the Customers premises during the performance of the contract howsoever occasioned.
(iii) For any loss or damage suffered by the Customer arising out of any defects in the walls timbers or other structures to which any sign or other goods may have been affixed unless the Company has been asked by the Customer to advise and as advised in arrear on the suitability of such walls timbers or other structure.

e) In the event of the Company being found liable for any loss or damage (not withstanding the provisions of any of these conditions) the liability shall in no event exceed the contract price.

f) Nothing in these conditions shall restrict the liability of the Company arising out of any defect in the goods or the works due to the negligence of the Company which causes death or personal injury.

g) The Company's liability shall in any event cease if: -

(i) The Customer shall not have paid in full any invoices from the Company on the due date.
(ii) The Company's representatives are denied full and free right of access to the goods and/or the site where the works have been affected.
(iii) The Customer permits persons other than those approved or authorised by the Company to effect any replacement of parts maintenance adjustments or repairs to the goods or the works.
(iv) The Customer has not properly maintained the goods in accordance with the instructions pamphlets or directions given or issued by the Company from time to time.
(v) The Customer has used any spare parts or replacements not manufactured by, or on behalf of, the Company and supplied by it or fails to follow the Company's instructions for the use of same.
(vi) The Customer permits any additions or alterations to be made to the goods of whatever kind without the Company's approval in writing.

h) In the event of any claim being made against the Customer by reason of any matter referred to and in respect of which the Company is liable under these conditions the customer shall notify the Company in writing within fourteen days of receipt by him of notice of such claim. In these circumstances the Company may on its election conduct all negotiations for the settlement of the said claim and any litigation that may arise therefrom.

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The Customer shall not unless and until the Company shall have failed to take over the conduct of such negotiations or litigation make any admission which might be prejudicial thereto.

The Customer shall at the request of the Company afford all available assistance for any such purpose. Not withstanding the provisions of any other clauses in this agreement if the Customer shall be in default of its obligations under this clause the company shall be under no liability to indemnify the Customer in respect of any such claim.

7. PERFORMANCE

a) Where a period is named for performance of the contract unless such period is extended by mutual consent in writing the Customer shall accept performance within that period.

b) Any time or date for performance of the contract named by the Company is an estimate only and the Company shall not be liable for the consequences of any delay.

c) The Customer shall provide to the Company such details as may be necessary or may be required by the Company to enable the Company to perform the contract.

If for any reason the Customer fails to provide such details, or if any reason not related to any act of default by or on the part of the Company the Customer is unable to accept the performance of the contract at the time when the Company is ready and willing to perform the contract the Customer shall indemnify the Company in respect of any losses occasioned to the Company by reason of such failure on the part of the Customer.

d) Should any default be made by the Customer in paying any sum due under this or any contract between the parties as and when it becomes due the Company shall have the right either to suspend all further performance of the Contract until such default is made good to cancel the contract so far as any goods remain to be delivered or work remains to be done thereunder.

8. DELIVERY

a) Any loss or damage to the goods in transit must be noted on the delivery note of the carrier and notified to the Company within three days of receipt of the consignment. In the event of non delivery of the goods the Customer must notify the Company within five days of the date of the invoice for such goods.

b) No claims for shortages of delivery will be entertained by the Company unless notice in writing is given to the carrier concerned and to the Company and a complete claim in writing is submitted within 3 days of the date of consignment being received. Where goods are accepted from the carrier concerned without being checked the delivery book of the carrier concerned must be signed “not examined.”

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9. RETENTION OF TITLE

The risk in the good supplied by the Company shall pass to the Customer when the Company delivers the goods to the Customer and the Company shall have no responsibility in respect of the safety of the said goods thereafter and accordingly the Customer shall insure the goods thereafter against such risks (if any) as it thinks appropriate. However the ownership of the goods and any goods previously supplied under any other contract with the Company shall remain with the Company which reserves the right to dispose of the goods until payment in full for all the materials has been received by it in accordance with the terms of this contract or any other contract or until such time as the Customer sells the goods to its customers by way of a bona-fide sale at full market value.

If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or re-sell the material or any of it and may enter upon the premises of the Customer for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the insolvency of the Customer is involved. The Customer shall ensure that the goods belonging to the Company should be kept separate from those which have been paid for. The Customer is licensed by the Company to agree sell on the goods of the Company subject to the Express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the money of the Company.

10. HEALTH & SAFETY

Any liability for ensuring compliance with any requirement statutory or otherwise concerning health, safety or welfare on the premises of the Customer or the client of the Customer or any premises required to be visited on behalf of the Customer rests exclusively with the Customer.

11. ACCEPTANCE

The Customer shall inspect the goods and/or works immediately on delivery or completion and shall within 7 days from such inspection give notice in writing to the Company of any matter or thing by reason whereof it alleges the goods or works are not in accordance with the contract. If the Customer fails to give such notice the goods and work shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for them accordingly.

12. APPROVAL AND CONSENT

Unless otherwise agreed in writing by the Company the responsibility for obtaining all approval or consents for the works as may be required by statute contract landlord permission or otherwise shall be the responsibility of the Customer. Where the Company agrees to make all necessary occasions for planning permission under the Town & Country Planning acts the Customer will pay to the Company a fee either at the rates of the British Sign Association applicable at the time of the application or at such other rates as may be agreed between the parties whether or not the application is successful.

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Where the Company at the request of the Customer commences performance of the contract before any required approvals or consents have been obtained the Customer will indemnify the Company against any liability arising from such performance and in the event of such permission or consent being refused the Customer shall indemnify the Company against all losses arising from such refusal.

13. TOOLS

All tools, dyes and patterns used in the manufacture of the goods shall remain the exclusive property of the Company even where the whole or part of the cost of such tools, dyes or patterns has been charged to and paid by the Customer.

14. LETTERS PATENT

a) The Customer agrees not without the previous consent in writing of the Company to manufacture or sell any third party any goods the manufacture or sale of which would infringe any Letters Patented of which the Company is patentee, licensee or under which the Company is authorised to manufacture or sell.

b) The Customer shall indemnify the Company against all damages penalties costs and expenses to which the Company may be liable if any work done on the Customers instructions involves an infringement of a registered design trade mark copyright or Letters Patent.

15. COPYRIGHT

a) All drawings plans specifications technical information and estimates supplied by the Company and the Copyright therein remain the property of the Company and they will be returned by the Customer to the Company forthwith in the event of any order for goods or works of a similar type being placed with another Company and in any event not later than 6 months after they are supplied in the event of no contract having being entered into between the Customer and the Company in relation thereto. All such plans drawings specifications and estimates are confidential and shall be used by the Customer only for the purpose of considering any quotation or tender the performance of the contract or the operation of the goods may not be divulged in any circumstances without the written authority of the Company.

b) Where drawing plans and technical information are supplied by the Customer the provisions of sub' paragraphs (a) hereof shall apply to the Company mutates mutandis. Without prejudice to clause 6 hereof the Company will accept no liability for any loss caused to the Customer which arises wholly or partly from any defect or error or in omission from the said drawing plans and technical information.

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Company will accept no liability for any loss caused to the Customer which arises wholly or partly from any defect or error or in omission from the said drawing plans and technical information.

16. SUB-CONTRACTING

The Company reserves the right to subcontract the performance of the whole or part of the contract.

17. ELECTRICITY SUPPLY

The Customer will at its cost provide a suitable low voltage electric current supply on the site of the installation of the signs or other equipment at transformer positions to be adjacent to the proposed position of the signs. If the Customer does not so provide the Company will only install such supply with the consent of, and at the expense of, the Customer.

18. ACCESS

The Customer should ensure access by the Company to the site for the purpose of the surveying and inspecting of the premises and installing sign or other equipment. Any cost incurred by the Company in the event of delay in obtaining access arranged by the Customer shall be charged to and be paid by the Customer.

19. TERMINATION

If the Customer shall make default in or commit a breach of any of its obligations to the Company or if any judgment shall be entered against the Customer or distress or execution shall be levied upon the Customer, its properties or assets or if the Customer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against him or if the Customer being a Limited Company any resolution or petition to wind up such a Company shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of the Customers undertaking property or assets or any part thereof shall be appointed by the Customer the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of determination being posted to the Customer at the last known address of the Customer any subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

20. ARBITRATION

Any difference or dispute arising between the Company and the Customer in respect of a contract governed by these conditions shall if the Company so determines to be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 1 calendar month of some person

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appointed by the President for the time being of the International Sign Association UK. The submission shall be deemed to be a submission to arbitrate within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

21. LEGAL CONSTRUCTION

These terms and conditions and any contract between the company and the Customer are subject to and shall be construed in accordance with English Law and the English Courts shall have jurisdiction in relation to any disputes or claims arising therefrom.

22. PROTOTYPES

Any prototypes, models, plans, illustrations, drawings, descriptions and specifications are intended to give a general outline of the Company's proposals and are not binding as to details nor to final sizes or arrangements. They shall remain the property of the Company and not be copied or communicated to a third party without the Company's written consent. The Company reserves the right to charge for any prototype, models, plans, illustrations and drawing supplied at the Customers request. The Company also reserves the right to charge for attendance at site meetings.

23. RETURNS

All returnable packages and packing materials will be charged on the Company's invoice. If returned to the Company within 14 days carriage paid and in good condition full credit will be given.

24. BULK SUPPLY

Goods ordered and manufactured in bulk under an arrangement whereby they are to be delivered on a call off basis shall unless otherwise agreed in writing be invoiced to the Customer at the total price current when manufactured.

25. HEALTH & SAFETY

The goods are sold on condition that;

a) The Customer carries out such tests and examination of the goods as are reasonably practicable to ensure that when used the goods are safe and without risk to health and comply with all local laws and regulations,

b) The Customer shall, if so requested by the Company, enter into a written undertaking to take such steps as may be specified by the Company relating to such tests and examination.

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c) The Customer shall indemnify the Company against any loss, liability or expense arising from the Customer's failure to carry out any such tests or examinations required under (a) and (b) above.

26. FORCE MAJEURE

The Company shall not be liable for any loss or damage caused by any delay in performance or by non performance of any of its obligations where the same is occasioned by any cause whatsoever which is beyond its control including, but limited to, acts of good, war (whether or not declared), riots, civil commotions, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, adverse weather conditions, pestilence, epidemics, legal restrictions, or acts of any Government or branch or agency thereof (including without limitation any local Government), non availability of transport, strikes, lockouts or trade disputes of whatever kind, cessation or interruption of operation of any plant or process, failure of supply of raw materials or components of or breakdown of machinery. Should any such event occur the Company shall be entitled to cancel or rescind or suspend the contract or suspend any delivery without liability for loss or damage resulting therefrom but only after advising the Customer in writing of the cause of the cancellation or rescission or suspension.

27. SERVICE LIFE

This term refers to the minimum time the sign is to remain in good condition and safe order, maintains its integrity and remain safely affixed in its original position, with the provision of correct inspection and maintenance. The service life of the sign shall be either:

a) as agreed between the purchaser and the manufacturer;

or

b) 10 years.

Normally, the service life of a sign is given at the time of quoting as that is when materials are specified. Under the current Best Practice Guidelines (as published by the International Sign Association UK) and British Standard BS559 the clause stipulates that if the service life is not agreed to or indicated at the time of quoting, then in the event of failure, a Court may find that the service life can be up to 10 years again dependant on material specification, along with correct inspection and maintenance regimes in place.

The life of a sign may be shortened by changes in the local environment. It is essential that an inspection and maintenance regime be in place to establish the existence of any such changes and take appropriate action. Any sign which nears or exceeds its stated service life should be subject to an inspection regime of both increasing frequency and increasing invasiveness. Service Life is not to be confused with a Warranty Condition. Service Life is determined by many factors combined e.g., material, construction, installation, location, use etc. and is relevant to the expected lifetime of the sign. A Warranty is a commercial concern usually provided by the sign supplier to the client or end customer as part of the commercial transaction. A Warranty normally covers the free repair or replacement of parts by the supplier within a given period of time following delivery and installation.

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The length of time that a Warranty is effective is normally at the discretion of the supplier and should be subject to materials and methods used in construction, installation and use. In this respect, this guidance is not intended to encroach on any warranty provided by the supplier.

28. INSPECTION & MAINTENANCE

Paragraph 27. gives a definition of Service Life which will differ in length depending on sign type and installation environment. The anticipated length of life of the sign may be shortened by changes in the local environment. An inspection and maintenance regime shall be implemented to establish any such changes in local environment and take appropriate action to correct the effects of the same. Any inspection and maintenance regime shall ensure that any sign which nears or exceeds its stated Service Life shall be subjected to an inspection regime of both increasing frequency and increasing invasiveness.

During the whole life of a sign (both Service Life and beyond, where applicable) the site and sign owners are responsible for ensuring that both a sign and the structure to which it is affixed are secure and do not present a danger to any person. Note: Failure to carry out inspections at appropriate intervals and to appropriate levels of inspection will not satisfy this responsibility. The need for sign maintenance and inspection is not an option; it is a legal requirement in three different statutory regulations, with the potential for criminal proceedings against those not complying. A sign company is not obliged to provide a maintenance and inspection service however, sign companies are expected to advise the client/sign owner how to maintain and inspect the sign. These instructions must be in relevance to all aspects of maintenance and inspection for the sign supplied. The sign owner is required to follow (or use a third party to provide) a maintenance and inspection programme for the sign in accordance with the sign manufacturer's recommendations at the minimum and this should be demonstrable. Sign owners are not obliged to take the maintenance contract offered by the sign company or original sign supplier.