

# TERMS AND CONDITIONS

**BUYER:** This is the corporate entity, firm, or person seeking to purchase GOODS from the SELLER.

**SELLER:** This is Philip Gary Crick, trading as Northern Signs any parent companies of Northern Signs, previously trading as Vital Signs UK or Vital Signs UK Ltd.

**CONDITIONS:** These are the terms and CONDITIONS of sale that are set out in this document, including any special terms and CONDITIONS that are agreed in writing by the SELLER and BUYER.

**GOODS:** These are the articles which the SELLER produces, or sub-contracts to produce, which the BUYER has agreed to purchase from the SELLER, both verbally and in writing.

**PRICE:** This is the PRICE of the GOODS, including any VAT. Carriage, postage and packaging will be included where stated.

1.1. These CONDITIONS shall form the basis of a contract between the SELLER and the BUYER in relation to the sale of GOODS, to the exclusion of any other CONDITIONS which the BUYER may infer to apply under any purchase order or confirmation order or any other document agreed with the SELLER.

1.2. All orders for GOODS shall be deemed to be an offer by the BUYER to purchase GOODS from the SELLER pursuant to these CONDITIONS. They cannot be cancelled once GOODS are produced without the written agreement of the SELLER.

1.3. The signature of the BUYER on the SELLER's quotation or return email from the BUYER agreeing the SELLER's quotation, shall be deemed to be conclusive evidence of the BUYER's acceptance of these CONDITIONS.

1.4. These CONDITIONS may not be varied, except by the written agreement of the SELLER.

1.5. These CONDITIONS represent the whole of the agreement between the SELLER and the BUYER.

2. The price quoted on the SELLER's quotation is the final price of any GOODS or services that the SELLER has agreed with the BUYER to produce. Any other GOODS, agreed after the quote has been accepted, will be added to the invoice and charged accordingly. The price includes the VAT that shall be due at the rate effective on the date of the SELLER's invoice. All quotations are valid for a maximum of 30 days from the date of issue.

2.1. The SELLER reserves the right, by giving notice to the BUYER at any time before delivery, to increase the price of the GOODS to reflect any increase in costs to the company (such as, but not exclusively, foreign exchange fluctuation, currency regulation, alteration of duties, increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification for the GOODS requested by the BUYER or failure of the BUYER to give the SELLER adequate information or instruction.

2.2. Payment of any invoice is to be PROFORMA, unless otherwise stated on the invoice and agreed with the SELLER before acceptance of the invoice. Delivery or installation of GOODS purchased may, at the SELLER's discretion, be granted a Credit Account which shall be due for complete settlement within 30 days of the SELLER's Invoice. All other payment terms must be agreed with the SELLER at the time of order.

2.3. Interest on overdue invoices shall accrue from the date when payment becomes due (set out in serial 8.) and is calculated on a daily basis until the date of payment, at the rate of 8% per annum above the Bank of England base rate that is in force at the time. Such interest shall accrue after, as well as before, any judgement.

2.4. The BUYER shall pay all invoices in full when due and not exercise any rights of set-off or counterclaim against invoices submitted by the SELLER.

3. The quantity and description of all GOODS shall be as set out in the SELLER's quotation.

3.1. The SELLER warrants that the GOODS will, at the time of delivery or collection, correspond to the description given by the SELLER in the SELLER's quotation. Except

where the BUYER is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, CONDITIONS or terms relating to fitness for purpose, quality or condition of the GOODS are excluded.

3.2. Delivery of the GOODS shall be made to the BUYER's address. The BUYER shall make all arrangements necessary to take delivery of the GOODS on the day notified by the SELLER for delivery. The signature of the BUYER on the SELLER's invoice or return email agreeing the purchase of GOODS, will be deemed to be evidence of the full satisfaction of the BUYER with the GOODS.

3.3. The SELLER undertakes to use reasonable endeavours to despatch the GOODS on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be the essence of the contract.

3.4. The SELLER shall not be liable to the BUYER for any loss or damage arising directly or indirectly from the late delivery or short delivery of the GOODS. If short delivery takes place, the BUYER undertakes not to reject the GOODS but accept the GOODS delivered as part performance of the contract.

3.5. If the BUYER fails to take delivery of the GOODS on the agreed delivery date or, if no specific date has been agreed when the GOODS are ready for dispatch, the SELLER shall be entitled to store and insure the GOODS and to charge the BUYER reasonable costs for doing so.

3.6. If the BUYER fails to make payment, as set out in clause 2.2. above, the SELLER reserves the right to refuse to make delivery of any subsequent orders, and the BUYER shall have no recourse against the SELLER for any damages suffered as a result of such refusal to deliver.

4. The BUYER shall carry out a thorough inspection of the GOODS on collection, delivery or installation, and shall attempt to notify by telephone or email, within 24 hours of collection, delivery or installation, any defects that a reasonable examination would reveal. The SELLER will log these details. The BUYER will then give written notice to the SELLER within 3 working days of collection, delivery or installation of the GOODS, of these same defects that a reasonable examination would have revealed. If the SELLER receives no

communication within 24 hours of collection, delivery or installation it will be deemed that the BUYER has accepted the GOODS.

4.1. In the event that any latent defect in the GOODS is discovered by the BUYER, during the period of 3 months from the date of delivery of the GOODS, and the BUYER informs the SELLER of the said defect in writing within 7 days of discovery and the said defect having been caused by faulty design, manufacture, materials or workmanship but not by abnormal use, misuse or neglect, the SELLER will, at its option either repair or replace the GOODS at its own expense.

5. Where the BUYER has accepted, or is deemed to have accepted, the GOODS, the BUYER shall not be entitled to reject GOODS which are not in accordance with the contract.

5.1. Risk shall pass on delivery of the GOODS to the BUYER's address.

5.2. Notwithstanding the earlier passing of risk, title in the GOODS shall remain with the SELLER and shall not pass to the BUYER until the amount due under the invoice (including interest and costs) has been paid in full.

5.3. Until title passes, the BUYER shall hold the GOODS as bailee for the SELLER and shall store or mark them so that they can, at all times, be identified as the property of the SELLER.

5.4. The SELLER may, at any time before title passes, and without any liability to the BUYER, repossess and dismantle and use or sell all, or part of the GOODS and, by doing so, terminate the BUYER's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any GOODS are held by the BUYER and inspecting them) enter any premises of, or occupied by, the BUYER.

5.5. The SELLER may maintain an action for the PRICE of any GOODS, notwithstanding that the title in them has not passed to the BUYER.

5.6. Carriage will be chargeable on all sales that are delivered, unless otherwise agreed in writing.

6. The GOODS are supplied on the basis that they conform to the written descriptions contained on the SELLER's quotation. No warranty can be given that the GOODS supplied conform to sketch plans or drawings provided by the SELLER or the BUYER, or to illustrations or descriptions in catalogues or trade literature. Colours may vary from images sent due to ink pigmentation and perception by digital media.

6.1. In the event that the SELLER provides estimates of quantities or measurements on the basis of drawings and/or Bills of Quantities and/or specifications submitted by the BUYER, the SELLER shall exercise reasonable care in so doing but the SELLER accepts no liability for inaccuracies in these estimates or calculations.

6.2. Any GOODS manufactured to the design or specification of the BUYER, or its experts, are produced without warranty of any kind except their compliance with the design or specification. The BUYER will examine any drawings or representations of the GOODS provided with the quotation. Once drawings or representations are agreed by the BUYER, the SELLER holds no responsibility for errors in spelling or colour variation in the final product, as long as they represent the drawings or representations agreed by the BUYER and are supplied by the SELLER. The BUYER will unconditionally, fully and effectively indemnify the SELLER in respect of any claim resulting therefrom including the infringement of patent, copyright, design, trademark or any other industrial or intellectual property rights resulting from the company's use of the said design or specification.

6.3. Design and advisory services, including preparation of drawings, specifications, contract particulars and the like are provided with reasonable care and skill, but no other representation or undertaking is made or is to be implied in connection with any such services, nor shall the SELLER be under any liability whatsoever in respect of these services if erection is carried out before any necessary approvals are obtained.

7. If the BUYER arranges processing of GOODS on behalf of the BUYER by a third party, such processing will be carried out under the terms and conditions of the third party and entirely at the BUYER's own risk and cost. No undertakings or warranties, whether express or implied, are given by the SELLER in respect of any processed GOODS.

8. The BUYER is deemed to be fully conversant with the nature and performance of the GOODS, including any harmful or hazardous effects resulting from their usage, and shall not

be reliant in any way upon the advice, skill or judgement of the SELLER. The BUYER's employees or agents are not authorised to make any representations concerning the GOODS whatsoever, other than those confirmed by the company in writing.

9. The SELLER shall not be liable for any consequential loss or indirect loss suffered by the BUYER, or any third party, in relation to this contract (except personal injury directly attributable to the negligence of the SELLER) and the BUYER shall hold the SELLER fully and effectively indemnified against such losses whether arising from breach of a duty in contract including losses arising from the SELLER's negligence.

10. In no circumstances whatsoever shall the SELLER's liability (in contract, tort or otherwise) to the BUYER arising under, out of or in connection with this contract or the GOODS supplied hereunder exceed the invoice PRICE of the GOODS concerned.

11. If any provision of these CONDITIONS is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the CONDITIONS and the remainder of the provisions in question shall not be affected thereby.

12. All invoices concerning credit account BUYERS are due for payment 30 days after the invoice. Any invoice outstanding beyond this period may be referred to the SELLER's solicitor and will be subject to a surcharge of 15% and £50 to cover the collection costs incurred. This surcharge, along with all other charges and legal fees incurred, will be the responsibility of the BUYER or BUYER's customer, and will be legally enforceable.

13. In the event that, the SELLER is forced to take legal action for the recovery of any debt, any legal proceedings will be carried out at an appropriate court closest to the SELLER.