

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following definitions apply:

Conditions: These terms and conditions as amended from time to time.

Contracts: The contract between Signbox and the Customer for the supply of Goods and/or Services in accordance with the Conditions.

Customer: The person or firm who purchases Goods and/or Services from Signbox.

Force Majeure: Means an event beyond the reasonable control of Signbox including but not limited to strikes, lock-outs or other industrial disputes (whether involving the work force of the party or any other party), failure of the utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of supplier or subcontractors.

Goods: The Goods (or any part of them) set out in the Order and/or quotation.

Order: The Customer's Order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Signbox quotation.

Services: The Services supplied by Signbox to the Customer as set out in the Signbox quotation.

Signbox: Signbox Limited (CRN 01938493) Unit 3, Egham Business Village, Crabtree Road, Egham, Surrey, TW20 8RB.

1.2 Interpretation. In these Conditions the following rules apply:

- a) A person including a natural person, corporate or incorporated body (whether or not having separate legal personality);
- b) Reference to a party includes its successors or permitted assigns;
- c) A reference to a statute or statutory Provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) Any reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 These terms and conditions set out the basis upon which Signbox will supply the Goods and Services set out in the quotation and apply and form part of the Contract. They supersede any previously issued terms and conditions of supply. They do not constitute an offer to sell or supply. If the Customer wishes to purchase Services the subject of a quotation, it will need to place an Order. Such Order will be deemed to be an offer to purchase the Goods/Services subject to these conditions.

2.2 No variation of these Conditions or Order, or quotation from Signbox will be binding unless agreed in writing and executed by a duly authorised signatory on behalf of Signbox.

2.3 Marketing and other descriptive matter relating to goods and services are illustrative only, and do not form part of the Contract. In placing an Order the Customer has not relied on any representation or statement by Signbox not set out in the Contract.

2.4 Signbox reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.

2.5 Any quotation by Signbox for the provision of Goods will be deemed to be:

- a) An invitation to treat (and shall not be an offer) by Signbox to supply Goods on and subject to the Conditions; and
- b) Will be valid for 60 days only from the date of issue.

2.6 A Contract will be formed upon the earlier to occur of:

- a) Written acceptance by Signbox of the Customer's Order; and
- b) The execution of a specific written agreement by both Signbox and the Customer.

3. GOODS

3.1 Signbox may amend the description of the Goods if required by any applicable statutory or regulatory requirement.

3.2 Signbox shall ensure that the Goods shall be delivered to the location set out in the Order or such other location as the parties may agree from time to time.

3.3 Delivery of the Goods shall be completed on the date specified in the Signbox quotation or if no delivery date is specified, within 30 days of the date of the Signbox quotation.

3.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Signbox shall not be liable for any delay in delivery in the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Signbox with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.5 If the Customer fails accept or to take delivery of the Goods within 3 business days of Signbox attempting delivery then, except by such a failure or delay is caused by Force Majeure Event or by Signbox's failure to comply with its obligations under the Contract in respect of the Goods:

- a) Delivery of the Goods shall be deemed to have been completed at 9.00a.m on the fourth business day following the day of attempted delivery.
- b) Signbox shall store the Goods until the delivery takes place and charge the Customer for all related costs and expenses (including insurance). If 10 business days after Signbox attempts delivery of the Goods, the Customer has not accepted or taken delivery of them, Signbox may resell or otherwise dispose of part or all of the Goods.

3.6 Signbox may deliver the Goods by instalments, which should be invoiced and paid for separately. Each instalment shall constitute a separate Contract, any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other Contract.

3.7 Signbox warrants that the Goods shall:

- a) Conform with the description set out in the Signbox quotation;
- b) Be free from material defects in design, material and workmanship.

3.8 Subject to clause 3.8 above if:

- a) The Customer gives notice in writing within 10 days of receipt of the Goods and prior to their use or resell specifying any alleged defects in quality or other respect in which the Goods are not allegedly as per the description set out in the Signbox quotation;
- b) Signbox is given an opportunity to examine such Goods; and
- c) The Customer (on request by Signbox) returns such Goods to Signbox's place of business at the Customer's cost, Signbox

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- shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 3.9 Signbox shall not be liable for the Good's failure to comply with the warranty in clause 3.8 if:
- a) The Customer makes any use of the Goods after giving a notice in accordance with clause 3.9;
 - b) The defect arose because the Customer failed to follow Signbox's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
 - c) The defect arose as a result of Signbox following any drawing, design or specification supplied by the Customer;
 - d) The Customer alters or repairs such Goods without written consent from Signbox;
 - e) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - f) The Goods differ from their description as a result of changes made in accordance with clause 3.1.
- 3.10 Except as provided in this clause 3.9, Signbox shall have no liability to the Customer in respect of the Goods failure to comply with the warranty set out above.
- 3.11 These Conditions shall apply to any repaired or replacement Goods supplied by Signbox under this clause.
- 3.12 The risk in the Goods shall pass to the Customer on completion of delivery.
- 3.13 Title to the Goods shall not pass to the Customer until Signbox has received full payment (in cash or cleared funds) for:
- a) The Goods; and
 - b) Any other Goods or Services that Signbox has supplied to the Customer.
- 3.14 Until title to the Goods has passed to the Customer, the Customer shall:
- a) Hold the Goods on a fiduciary basis as Signbox's bailee;
 - b) Store the Goods separately from all other Goods held by the Customer so that they remain identifiable as Signbox's property;
 - c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - d) Maintain the Goods in satisfactory condition and keep them insured against all risk for their full price on Signbox's behalf from the date of delivery;
 - e) Notify Signbox immediately if it becomes subject to any of the events that may give rise to termination under clause 7;

- f) Give Signbox such information relating to the Goods as Signbox may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.
- 3.15 If before the Goods pass to the Customer, the Customer becomes subject to any of the events listed in clause 7, or Signbox reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Signbox may have, Signbox may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

4. SUPPLY OF SERVICES

- 4.1 Signbox shall supply the Services to the Customer in accordance with the Services set out in the Signbox quotation.
- 4.2 Signbox shall use all reasonable endeavours to meet any performance dates for the Services specified in the Signbox quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.3 Signbox shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Signbox shall notify the Customer in any such event.
- 4.4 Signbox warrants to the customer that the Services will be provided using reasonable care and skill.
- 4.5 The Customer shall assist Signbox in the performance of the Services by:
- a) Ensuring that the terms of the Order and the description of the Services set out in the Signbox quotation are complete and accurate;
 - b) Co-operating with Signbox in all matters relating to the Services;
 - c) Providing Signbox, its employees, agents, consultants and sub-contractors, with access to the Customer's premises, office accommodation, and other facilities and preparing the same as

- directed by Signbox from time to time as reasonably required by Signbox to provide the Services;
 - d) Providing Signbox with such information and materials as Signbox may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - e) Obtaining and maintaining all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - f) Keeping and maintaining all materials, equipment, documents and other property of Signbox at the Customer's premises in safe custody at its own risk, maintaining the materials of Signbox in good conditions until returned to Signbox, and not disposing of or using the materials other than in accordance with Signbox's written instructions or authorisation.
- 4.6 If Signbox's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation then:
- a) Signbox shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies their default, and to rely on the default to relieve it from the performance of any of its obligations to the extent that the default prevents or delays Signbox's performance of any of its obligations under the Contract;
 - b) Signbox shall not be liable for any costs of losses sustained during or incurred by the Customer arising directly or indirectly from Signbox's failure or delay to perform any of its obligations as set out in these Conditions;
 - c) The Customer shall reimburse Signbox on written demand for any costs or losses sustained or incurred by Signbox arising directly or indirectly from the Customer's default.

5. PRICE AND PAYMENT

- 5.1 The price payable by the Customer for the Goods and Services is the price specified in the Signbox quotation. Prices are exclusive of:
- a) All value added taxes or duty which will be added and charged and paid at the then applicable rate;
 - b) The cost of freight, carriage or packing which will be additionally charged to the Customer.

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- 5.2 Signbox will invoice the Customer for the goods either on a pro-forma basis in advance, or an account basis subject to a successful account application, following delivery of goods.
- 5.3 Signbox will invoice the customer for the services either on a pro-forma basis in advance, or an account basis subject to a successful account application, following completion of services.
- 5.4 The Inland Revenue have accepted that Signbox are not deemed to be associated with the building industry and therefore are not within the province of the construction industry tax deduction scheme, as detailed in Appendix B of publication IR14/15 (CIS). There is therefore no restriction on Signbox being paid in full without deduction of tax.
- 5.5 Without limiting any other right or remedy of Signbox, if the Customer fails to make any payment due to Signbox under the Contract by the due date for payment, Signbox shall have a right to charge interest on the overdue amount at the rate of five per cent per annum above the then current base rate accruing on a daily basis from the due date of payment until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Signbox in order to justify withholding payment of any such amount in whole or in part. Signbox may, without limiting its other rights or remedies, set-off any amount owing to it by the Customer against any amounts payable by Signbox to the Customer.

6. LIMITATION OF LIABILITY

- 6.1 Signbox will make every reasonable effort to ensure that all Goods and Services comply with the specification agreed in the Signbox quotation, but it is in all cases the Customer's responsibility to ensure that the Goods are fit and suitable for the purpose for which they are required.
- 6.2 Signbox shall under no circumstances whatsoever be liable to the Customer, whether in Contract, Tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

- 6.3 Signbox's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in Contract, Tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price payable under the Contract.
- 6.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law, to the fullest extent permitted by law, excluded from the Contract.
- 6.5 If Signbox offers the customer a maintenance schedule and the customer chooses not to carry out such maintenance schedule then Signbox have no liability to the customer or any third party in respect of any damages or losses arising as a result of maintenance failure.
- 6.6 If the customer asks a third party to carry out any work maintenance or otherwise on any signage provided by Signbox under these Services then Signbox will have no liability to the customer or any third party as a result of any damages or losses arising from such work.
- 6.7 The customer acknowledges that all signage provided under the Services will be subject to a service life. Signbox can advise the customer what steps to take once any signage reaches the end of its service life if requested. All signage will require a maintenance schedule from the Signage purchase anniversary date and it is the customer's responsibility to arrange this. If the customer neglects to take such steps then Signbox have no liability whatsoever to the customer or any third party in respect of any damages or losses arising howsoever caused.
- 6.8 Nothing in these Conditions shall limit or exclude Signbox's liability for:
- Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractor;
 - Fraud or fraudulent misrepresentation.
- 6.9 This clause 6 shall survive termination of the Contract.

7. TERMINATION

- 7.1 Either party may terminate the Contract at any time upon 30 days prior written notice to the other.
- 7.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- The other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing of the breach;
- The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of s. 123 of the Insolvency Act 1986 or being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of s. 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- The other party negotiates with all or any class of its creditors with a view to rescheduling any of its debts, or proposes or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) unless for the sole purpose of a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- The other party (being an individual) is the subject of a bankruptcy petition or order;
- A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- A floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

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- i) A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - j) Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2a) to clause 7.2i) (inclusive);
 - k) The other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - l) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 7.3 Without limiting its other rights or remedies, Signbox shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Signbox if:
- a) The Customer fails to make pay any amount due under this Contract on the due date for payment; or
 - b) The Customer becomes subject to any of the events listed in clause 7.2, or Signbox reasonably believes that the Customer is about to become subject to any of them.
- 7.4 On termination of the Contract for any reason:
- a) The Customer shall immediately pay to Signbox all of Signbox's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Signbox shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - b) The Customer shall return all of Signbox's Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Signbox may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose unconnected with this Contract;
 - c) The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

8. GENERAL

- 8.1 No set-off: All payments by the Customer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless a party is compelled by law to deduct or withhold any such amounts, in which case it will pay to the other such additional amount as will ensure that the other is paid the full amount it would have received but for such deduction or withholding.
- 8.2 Relationship: The parties are independent businesses and not principal and agent, partners, or employer and employee.
- 8.3 Severability: If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.
- 8.4 Notices: Notices under this Agreement will be in writing and sent to the persons and addresses set out in the Order. They may be given, and will be deemed received:
 - by first-class post: two Business Days after posting;
 - by airmail: seven Business Days after posting;
 - by hand: on delivery;
 - by facsimile: on receipt of a successful transmission report from the correct number, and
 - by e-mail: on receipt of a delivery or read receipt mail from the correct address.
- 8.5 Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 8.6 Rights of Third Parties: This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.7 Priority: The terms of the Conditions prevail over those of the Order or Schedule (if any) and any terms delivered with, or contained in the Customer's purchase order, confirmation of order, specification or other document
- 8.8 Entire Agreement: The Contract constitutes the entire agreement between the parties. No other terms apply.
- 8.9 Succession: This Contract will bind and benefit each party's successors and personal representatives.

- 8.10 Governing Law & Jurisdiction: This Contract will be governed by the law of England and Wales. Disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales.
- 8.11 In accordance with Data Protection principles, telephone calls with Signbox may be recorded for training and monitoring purposes