

# **Signability Limited Standard Terms and Conditions.**

As at 23rd August 2021

## **1- The Contract**

- 1.1 For the purpose of this contract hereafter Signability Ltd shall be described as the "supplier" and the entity placing an order shall be described as the "customer".
- 1.2 There can be no variance to these terms and conditions of business (the contract) whatsoever unless varied by written documentation and signed by an authorised signatory of the supplier.
- 1.3 The placing of an order by a customer shall be deemed acceptance of these terms in their entirety. Any subsequent verbal orders will be bound by these terms.

## **2- Delivery**

- 2.1 No work shall be undertaken or readied for delivery until such time that approval has been received in writing by the supplier from the customer.
- 2.2 All dates given by the supplier for delivery are estimated dates only and therefore the supplier shall incur no liability for any loss or damage whatsoever as a result of a failure to adhere to such dates.
- 2.3 The supplier shall be entitled to make partial deliveries, invoice for goods delivered and expect payment in accordance with their terms of payment.
- 2.4 The customer is obliged to accept delivery of goods. Where redelivery is required, the supplier reserves the right to pass any additional charges to the customer.
- 2.5 It is the customer's responsibility to inform the supplier of any short delivered or damaged goods. Notice of such items must be given in writing to the supplier within 5 working days from the date of delivery.

## **3- Terms of Payment**

- 3.1 The supplier shall at its discretion render invoices as the date of dispatch or the date the order is completed, and such goods are available for collection or dispatch.
- 3.2 The supplier expects payment as per the stated terms of invoice. These payment terms shall apply at all times unless varied by the supplier. Terms of payment shall apply to all goods delivered or where delivery had been attempted but not affected.
- 3.3 All remittances received will be allocated to invoices and credit the customer's account in chronological order.
- 3.4 All amounts overdue for payment due to the supplier shall, at the supplier's discretion bear interest at the rate of 10% per annum above the Base Rate, compounded for the period from the date of invoice to the date of settlement. (Such penalty shall apply regardless as to whether judgement in a court of law has been obtained). In addition all costs of recovery shall be borne by the customer.
- 3.5 Dispute of any invoice received by the customer from the supplier, should be received in the writing by the supplier not more than seven days after the date of invoice. Dispute of any invoice which has been agreed upon, between the customer and the supplier, prior to commencement of works, shall not be accepted and payment in full shall be expected.
- 3.6 In the event of the supplier having any indication of the customer being unable to settle its accounts as and when they fall due, notwithstanding any other remedies, all amounts due to the supplier shall become payable in full immediately and the supplier reserves the right to suspend any further manufacturing or delivery of goods.
- 3.7 Any request by the customer to put a hold on an order, or where the customer causes delays of more than ten days, for example late or non-payment of invoices, the supplier regardless of other remedies shall at its discretion be entitled to claim from the customer costs of materials specifically ordered to fulfil the order.

## **4- Title and Risk**

- 4.1 Risk and therefore responsibility for insurance of all items supplied shall pass to the customer upon delivery.
- 4.2 Title of items supplied by the supplier does not pass until all outstanding amounts due to the supplier, for any reason whatsoever, have been settled in full, including any penalties for late payment accruing under these terms or as varied by Government Legislation.
- 4.3 The supplier accepts no liability whatsoever for goods manufactured to a customer's specification (unless due to a manufacturing fault) and invoices raised for such work will be due payment as detailed in clause 3.

## **5- Warranty**

- 5.1 The supplier warrants that all goods supplied are to the best of their knowledge fit for the purpose as described in the design proof supplied to the customer and are free of any defects due to materials, design or workmanship.
- 5.2 Should the supplier accept the validity of any claim, total liability shall be limited to a replacement or value of such items. The method of settlement of any claim is at the discretion of the supplier. No third party claims will be entered whatsoever.
- 5.3 The supplier will use their best endeavours to produce final products to the same specifications as proofs or samples, however no guarantee is expressed or implied.
- 5.4 The supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/or suspend further deliveries and/or stop goods in transit or fulfil and other obligations of this contract without having to give a good reason, whether or not the customer fails to fulfil any of its obligations under this contract.

## **6- Liability**

- 6.1 In the event of insolvency, liquidation, receivership or bankruptcy notwithstanding any other remedies available to the supplier clause 4.2 of this contract applies.
- 6.2 Details of short delivery must be notified in writing to the supplier within 5 working days of date of delivery.
- 6.3 The supplier has no liability to the customer for consequential loss whatsoever due to short, late or incomplete deliveries, damaged goods or as detailed in clause 5.4.
- 6.4 The supplier shall not be held responsible to the customer and therefore has no liability to the customer whatsoever for any non-performance whatsoever in whole or in part of its obligation as conferred under the terms of this contract for any reason of cause beyond its control. Such reasons shall include (but not inclusively) strikes, lockouts, disruption of power, transport, materials or fuel supplies, acts of war and civil disturbance.
- 6.5 The supplier shall not be held responsible for and therefore has no liability to the customer for any defect/damage caused whilst applying any signage, be that to premises or vehicles.
- 6.6 The supplier shall not be held responsible for and therefore has no liability to the customer for any theft or damage to vehicles left on the supplier's premises (11 Dewsbury Road, ST4 2TE) overnight, whether outside or locked inside of the building.

## **7- Cancellation/Return of Goods**

- 7.1 Should the customer decide at any time after placing an order, to cancel or change their instructions, the supplier shall, at their discretion, be entitled to invoice as if the order had been fulfilled in its entirety, such entitlement shall be in addition to other rights conferred upon the supplier as contained in these terms.