

CONDITIONS OF SALE

1. INTERPRETATION
 - 1.1. In these Conditions:

“SELLER” means FASCIA GRAPHICS LIMITED of Bath Road Industrial Estate, Chippenham, Wiltshire SN14 0AB (registered in England under number 2904839);

“BUYER” means the person who confirms the order for the sale of the Goods or whose order for the Goods is accepted by the Seller;

“GOODS” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

“CONDITIONS” means the standard terms and conditions of sale set out in this document including any special terms and conditions agreed in writing between the Buyer and the Seller;

“WRITING” includes email, facsimile transmission and comparable means of communication; and

“CONTRACT” means the contract for the purchase and sale of the Goods.
 - 1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. INCORPORATION
 - 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with these Conditions, which shall govern the Contract and shall take precedence and prevail over and replace any other Conditions contained in any previous purchase order, invoice or any other document or communication with the Buyer.
 - 2.2. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
3. ORDERS
 - 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative. All quotations are given subject to the Seller's final acceptance on receipt of order.
 - 3.2. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
 - 3.3. No order which has been accepted by the Seller may be cancelled or varied by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation or variation as the case may be.
4. PRICE
 - 4.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.
 - 4.2. The Seller reserves the right, by giving notice in Writing to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
5. PAYMENT
 - 5.1. The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods
 - 5.2. The Buyer shall pay the price of the Goods within 28 days of the date of the Seller's invoice. The time of payment of the price shall be of the essence of the Contract.
 - 5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
 - 5.3.1. cancel the Contract or suspend any further deliveries to the Buyer;
 - 5.3.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
 - 5.3.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of Four per cent per annum above National Westminster Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);and
 - 5.3.4. Recover the price notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.
6. DELIVERY
 - 6.1. Delivery of the Goods shall be made by the Seller dispatching the Goods to a place agreed by the Seller and the Buyer at the time of acceptance of the order or otherwise at a place nominated by the Seller.
 - 6.2. Any dates quoted for delivery of the Goods are approximate only and are not essential terms of the Contract. The Seller shall not be liable for any delay in delivery of the Goods howsoever caused or for any damage sustained by or claims made against the Buyer by any third party as a result of non-partial or damaged deliveries howsoever caused. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
 - 6.3. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage.
 - 6.4. The Buyer must notify the Seller (and in the case of a delivery outside the UK mainland, the Buyer's Delivery Agent regardless of whether insurance was arranged by the Buyer or the Seller) within 7 days of the date of invoice in the event that the Goods have not been delivered.
7. RISK AND PROPERTY
 - 7.1. 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 Seller has tendered delivery of the Goods.
 - 7.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
 - 7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
 - 7.4. Until such time as the property in the Goods passes to the Buyer,

- the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller.
8. **QUALITY AND LIABILITY**
- 8.1. The Seller warrants to the Buyer that the Goods will be of satisfactory quality and fit for any purpose made known that the Buyer in Writing at the time of placing the order, or correspond with any relevant specification in Writing and (subject to the limitations in this clause 8) will comply with all applicable statutory requirements and regulations relating to the sale of goods.
- 8.2. Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of The Unfair Contract Terms Act 1977), all warranties, conditions all terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.3. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 28 days from the date of delivery.
- 8.4. In this event the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportion of the price) but the Seller shall have no further liability to the Buyer. If delivery is not refused, and the Buyer does not notify the Seller in accordance with Clause 8.3 above the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with Contract.
- 8.5. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage whether for loss of profit or otherwise and whether caused by the negligence of the Seller, its employees or agents.
- 8.6. The Buyer shall be under a duty to inspect the Goods at the time of delivery and any claim by the Buyer which is based on damages incurred in transit or delivery must be made known to the Seller (and not its agents) immediately and confirmed in Writing within three days and the carrier's note marked accordingly at the time of delivery.
- 8.7. The Seller shall not be liable for and the Buyer agrees to indemnify the Seller and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Seller, or for which the Seller may become liable, with respect to consequences of any infringement of any patent, trade mark, copyright or design right (whether registered or unregistered) arising from the manufacture of Goods supplied to the Buyer's drawings or specifications.
9. **FORCE MAJEURE**
- 9.1. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
- 9.1.1. Act of God, explosion, flood, tempest, fire or accident;
- 9.1.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 9.1.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.1.4. import or export regulations or embargoes;
- 9.1.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.1.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.1.7. power failure or breakdown in machinery.
10. **INSOLVENCY OF BUYER**
- 10.1. This clause applies if:
- 10.1.1. the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 10.1.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 10.1.3. the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2. If clause 10.1 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
11. **GENERAL CONDITIONS**
- 11.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.2. Any dispute arising under or in connection with these Conditions shall be referred to and determined by arbitration by a single arbitrator appointed by agreement or (in default) in accordance with the Arbitration Rule of the Chartered Institute of Arbitrators.
- 11.3. The Contract shall be governed by the laws of England and Wales