

## TSSC: Terms and Conditions of Sale\*:

\*Correct as from April 2018

### Definitions:

In these conditions “the Company” shall mean The Sussex Sign Company Limited and “the Customer” shall mean the party with whom the Company enters into a contract or to whom a quotation is given.

### Contract:

- i. These terms apply to all sale Contracts between the Company and the Customer, and are the only conditions upon which the Company is prepared to deal with the Customer to the exclusion of all other conditions.

### Quotation:

- i. All quotations by the Company are valid for 30 days from the date thereon.
- ii. The Company shall be entitled to withdraw the quotation at any time without liability.
- iii. Unless otherwise specified all prices are quoted exclusive of VAT which shall be charged and be payable by the Customer at the rates in force at the time of the invoice.

### Price:

- i. The contract price in the Sale Contract is based on information available to the Company at the date hereof. If between that date and the date on which the goods are delivered to the Customer, there shall be any increase in the cost of materials, labour or other costs, the Company shall have the right to increase the contract price.

### Delivery:

- i. The delivery dates offered, whether orally or in writing as stated in the Quotation/Sale Contract are only approximate and not a condition of the Sale Contract.
- ii. The Company shall be entitled to employ the services of a contractor or any other party or parties for the purpose of undertaking the work.

### Risk and Retention of Title:

- i. The risk in the goods shall pass to the Customer on the date of the Sale Contract.
- ii. The goods shall remain the sole and absolute property of the Company until the Customer shall have paid to the Company in full the price due under the Sale Contract.
- iii. The Company may at any time repossess the goods and the Customer hereby grants to the Company an irrevocable licence to enter upon any premises occupied by the Customer for the purpose of so doing.

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Director: N. Mayhew | VAT Registration Number 621 9058 50 | Registered in England Company Number: 465 6383 The Sussex Sign Company Ltd.  
Registered Office: The Manse, Station Road, Plumpton Green, Nr Lewes, East Sussex, BN7 3BX

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### Inspection of Work:

- i. It is the Customer's responsibility to inspect the work as far as is reasonably possible immediately on completion and any complaint or allegation of breach of contract must be made in writing to the Company and delivered to the Company by hand or by recorded delivery within five days of the date of completion. If the Company does not receive any such notification from the Customer it shall be conclusively deemed that the work was free from any defect which would be apparent on reasonable examination of the work.

### Indemnity:

- i. Where the Company supplies or offers goods in accordance with the Customers own designs or specifications, then the Customer shall fully indemnify the company against all claims, actions, penalties, costs and expenses to which the Company may become liable involving infringement of patent, registered design, trade mark or trade name.
- ii. The Company reserves the right to use the customer's name and/or logos for their own advertising display purposes, and no payment shall be made to the Customer.

### Payment:

#### *Account Customers:*

- i. Unless the Company otherwise agrees, payment is due in full within 30 days of the invoice date (time to be of the essence).
- ii. If payment is not made in accordance with these terms, or if at any time the credit standing of the Customer has been impaired, the Company may refuse delivery of any goods required under the Contract until satisfactory payment has been made to the Company. The Company also reserves the right to withdraw any special terms, conditions or discounts that may apply to the current or any future contract.

#### *Non-account customers:*

- i. The Company requires payment of a 50% deposit in advance, and the balance to be paid in full prior to completion.

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**All customers:**

- i. The Company reserves the right to charge interest at an annual rate of at least 8% above the National Westminster Bank plc Base Rate on all overdue accounts to be calculated on a day by day basis until the balance outstanding is paid in full in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 (as amended or replaced from time to time). In addition, all costs incurred on the collection of overdue sums (including, but not limited to, collection of agents' fees, will be charged to and payable by you.
- ii. The Customer is not entitled to refuse or delay payment on the grounds that the title in the goods has not yet passed.
- iii. The Customer shall not purport to set off or withhold any payments claimed or due to the Company under this or any other contract.
- iv. The Customer shall pay the Company £35.00 as a minimum charge in respect of each and every time that any cheque is dishonoured on presentation for payment.

**Guarantee:**

- i. The Company offers a twelve month unconditional guarantee against all its goods and services, after which time responsibility of the products falls to the customer.

**Cancellation:**

- i. Contracts may not be cancelled except by agreement in writing of both parties, and upon payment to the company of all amounts as may be necessary to indemnify the company against all loss resulting from the said cancellation.
- ii. It is a condition of all sales that at any time upon or after the commission by the Customer of an act of bankruptcy or where the customer is a limited company, the commencement of a winding-up by reasons of insolvency or by appointment of a receiver or any assignment for the benefit of creditors, the sale may be cancelled by the Company wholly or in part.
- iii. The Customer shall not resell or part with possession of any goods owned by the company until the Customer has paid in full all sums owned by it to the Company under this or any other contract.

**Force Majeure and Frustration:**

- i. The Company shall not in any way be liable to the Customer in respect of any loss arising in the event of delivery of the goods being prevented, hindered or delayed as a result of any circumstances outside the control of the company including (but without prejudice to the generality of the foregoing), accidents, strikes, lock-outs, trade disputes, acts of restraints of Government or imposition of restrictions on export.

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### Liability:

- i. The Company shall under no circumstances be liable for any indirect, special or consequential loss (including loss of anticipated profit or third part claims) howsoever arising either from breach or non-performance of any of its obligations under the contract or from supply of or intended use of the goods, even if the Company has been advised of the possibility of such potential loss.

### Disputes:

- i. The Company must be advised in writing of any disputes or discrepancies within 10 days of receipt of goods. Any discrepancies not notified to the Company within this time, whether the fault may be the Company's or the Customer's may incur extra costs to rectify the problem.

### Alteration:

- i. The company reserves the right to change these Terms and Conditions without notice, although reasonable effort to provide notification will be made.

### Data Protection:

- i. By agreeing to these Terms and Conditions of Sale, you are giving us express consent and authority to make a search with a Credit Reference Agency, which will keep a record of that search and will share that information with other businesses. In some instances we may also make a search on the personal credit file of the business proprietors and/or its principal directors. Should it become necessary to review an account, then again a credit reference may be sought and a record kept.

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