

TERMS AND CONDITIONS OF SALE

INTRODUCTION

Please read all these terms and conditions.

As we can accept your Order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01934 852 888.

APPLICATION

These Terms and Conditions will apply to the purchase of the Goods by you; (the **Customer** or **you**).

We are Signscape and Signconex Limited a company registered in England and Wales under number 5763360 whose registered office is at Pear Tree Industrial Estate, Bath Road, Upper Langford, Bristol, BS40 5DJ with email address sales@signscape.co.uk; telephone number 01934 852 888; (the **Supplier** or **us** or **we**).

These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible to enter into a Contract and are at least 18 years old.

No agent or representative of Signscape and Signconex Limited has the authority to vary these conditions unless endorsed in writing by a Director of Signscape and Signconex Limited.

INTERPRETATION

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally-binding agreement between you and us for the supply of the Goods;

Delivery Location means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;

Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

Goods means the Goods advertised on the Website that we supply to you of the number and description as set out in the Order;

Order means the Customer's Order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;

Website means our Website www.sasl.co.uk on which the Goods are advertised.

GOODS

The description of the Goods is as set out in the Website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.

In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

All Goods which appear on the Website are subject to availability. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

If we prepare the Goods in accordance with your specifications or instructions you must ensure that:

- the specifications or instructions are accurate;
- Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
- your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.

We reserve the right:

- to make any changes in the specifications of our Goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
- to make without notice any minor modifications in our specifications we think necessary or desirable.

PERSONAL INFORMATION

We retain and use all information strictly under the Privacy Policy. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

BASIS OF SALE

The description of the Goods on our Website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the sale of Goods ordered only when you receive an email from us acknowledging the Order (**Order Acknowledgement**). You must ensure that the Order Acknowledgement is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you acknowledgement of the Contract by means of an email with all information in it (i.e. the Order Acknowledgement). You will receive the Order Acknowledgement within a reasonable time after making the Contract, but in any event not later than the delivery of any Goods supplied under the Contract.

Any quotation is valid for a maximum period of 28 days from its date, unless we expressly withdraw it at an earlier time. No variation of the Contract, whether about description of the Goods, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different Contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

PRICE AND PAYMENT

The price of the Goods is that set out on the Website at the date of the Order or such other price as we may agree in writing. Delivery is excluded from the quoted price (unless otherwise stated).

The price quoted excludes VAT (unless otherwise stated) at the rate applicable at the time of the Order. Rates of tax and duties on the Goods will be applicable at the time of Order.

Payment is to be made via credit or debit card details, unless otherwise agreed in writing by the Supplier, with your Order and no Goods shall be dispatched until payment has been made to and accepted by the Supplier.

Credit card companies may require address verification (your credit card billing address) or other security information on Website transactions. Any incorrect information given may result in a delayed or cancelled Order for which the Supplier accepts no responsibility.

We require 100% payment in advance for any Order made from this Website. Such payments are not refundable once the Goods are Ordered except as shown in these terms.

DELIVERY

We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 28 days after the day on which the Contract is entered into.

In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) cancel the Contract (in writing via email) if:

- we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

However:

- you may not cancel if we receive your notice after the Goods have been dispatched; and
- if you cancel the Contract, you can have no further claim against us under that Contract.

If you cancel the Contract, we will (in addition to other remedies) promptly return all payments made under the Contract.

If you accept delivery of the Goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the Goods).

If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the Goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands.

- If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
- Where the Goods are supplied by us to you by way of export from the United Kingdom these terms apply (except to the extent that it is inconsistent with any written agreement between us).
- The Incoterms  of the International Chamber of Commerce which are in force at the time when the Contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.
- Unless otherwise agreed, the Goods are supplied ex-works our place of manufacture.

- Where the Goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.
- You are responsible for arranging testing and inspection of the Goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the Goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.
- We are not liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

We may decline to deliver if:

- we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
- the premises (or the access to them) are unsuitable for our vehicle.

The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

RISK AND TITLE

Risk of, damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

Delivery Location takes place either:

- at our premises (if you are collecting them or arranging carriage); or
- at your premises or address specified by you (if we are arranging carriage).

You must inspect the Goods upon delivery. If any Goods are damaged or not delivered, you must write to tell us within five working days of delivery. You must give us (and any carrier) a fair chance to inspect the damaged Goods. You must not alter, adjust or modify the Goods without our prior consent.

You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

WITHDRAWAL, RETURNS AND CANCELLATION

You can withdraw the Order by telling us before production/manufacture has started, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

This is a **distance Contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below. These Cancellation Rights, however, do not apply, to a Contract for the following Goods (with no others) in the following circumstances:

- Goods that are made to your specifications or are clearly personalised;
- Goods which are liable to deteriorate or expire rapidly.

Also, the Cancellation Rights for a Contract cease to be available in the following circumstances:

- in the case of any sales Contract, if the Goods become mixed inseparably (according to their nature) with other items after delivery.

Right to cancel

- Subject as stated in these Terms and Conditions, you can cancel this Contract within 7 days without giving any reason.
- The cancellation period will expire after 7 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a Contract for the supply of Goods over time (i.e. subscriptions), the right to cancel will be 7 days after the first delivery.
- To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by post or email). In any event, you must be able to show clear evidence of when the cancellation was made.
- You can electronically submit the Enquiry Form or any other clear statement of the Customer's decision to cancel the Contract on our Website www.sasl.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation in a Durable Medium (e.g. by email) without delay.
- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation in the cancellation period

- Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

Deduction for Goods supplied

- We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: e.g. it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.

Timing of reimbursement

- If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
 - 7 days after the day we receive back from you any Goods supplied, or
 - (if earlier) 7 days after the day you provide evidence that you have sent back the Goods.
- If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 7 days after the day on which we are informed about your decision to cancel this Contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

Returning Goods

- If you have received Goods in connection with the Contract which you have cancelled, you must send back the Goods or hand them over to us at Signscape and Signconex Limited, Pear Tree Industrial Estate, Bath Road, Upper Langford, Bristol, BS40 5DJ without delay and in any event not later than 7 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 7 days has expired. You agree that you will have to bear the cost of returning the Goods.
- For the purposes of these Cancellation Rights, these words have the following meanings:
 - **distance Contract** means a Contract concluded between a trader and a Consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the Consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the Contract is concluded;

- **sales Contract** means a Contract under which a trader transfers or agrees to transfer the ownership of Goods to a Consumer and the Consumer pays or agrees to pay the price, including any Contract that has both Goods and services as its object.

We may suspend or cancel the Order, by written notice if:

- you fail to pay us any money when due (under the Order or otherwise);
- you become insolvent;
- you fail to honour your obligations under these terms.

Where Signscape and Signconex Limited are installing on your behalf, we require a minimum of 48 hours' notice prior to starting installation on site. Where cancellation occurs less than 48 hours of installation start time, an abortive charge of £580 will apply.

CONFORMITY

We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

Upon delivery, the Goods will:

- be of satisfactory quality;
- be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
- conform to their description.

It is not a failure to conform if the failure has its origin in your materials.

We provide the following after-sales service: Installation, Repairs, Spare Parts.

WARRANTY

We warrant that the Goods:

- comply with their description on our Order Acknowledgement form; and
- are free from material defect at the time of delivery.

We do not warrant the suitability of Goods or services for a particular purpose other than that illustrated within product/service instructions, specifications or guides and Consumers should check specifications size and suitability before ordering.

If you believe that we have delivered Goods that are defective in materials or workmanship, you must:

- inform us (in writing), with full details, as soon as possible; and
- allow us to investigate (we may need access to your premises and product samples).

If the Goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions in full, we will (at our option) repair the Goods, replace the Goods or refund the price.

We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the Contract or the supply of Goods or their use, even if we are negligent.

Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to one million pounds.

For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the Goods. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

In the event of any failure by a party because of something beyond its reasonable control:

- the party will advise the other party as soon as reasonably practicable; and
- the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel, below.
- Examples of those circumstances include acts of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

PRIVACY

Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

These Terms and Conditions should be read alongside, and are in addition to our Terms and Conditions of Use (<https://sasl.co.uk/wp-content/uploads/2021/03/Terms-and-Conditions-of-Use.pdf>), and our policies, including our Privacy and Cookies Policy (<https://sasl.co.uk/privacy-and-cookie-policy/>).

For the purposes of these Terms and Conditions:

- 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
- 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

We are a Data Controller of the Personal Data we process in providing Goods to you.

Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
- we will only process Personal Data for the purposes identified;
- we will respect your rights in relation to your Personal Data; and
- we will implement technical and organisational measures to ensure your Personal Data is secure.

For any enquiries or complaints regarding data privacy, you can e-mail: sales@signscape.co.uk.

EXCLUDING LIABILITY

The Supplier does not exclude liability for:

- any fraudulent act or omission; or
- for death or personal injury caused by negligence or breach of the Supplier's other legal obligations.

Subject to this, the Supplier is not liable for:

- loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or
- loss (e.g. loss of profit) to the Customer's business, trade, craft or profession which would not be suffered by a Consumer - because the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

GOVERNING LAW, JURISDICTION AND COMPLAINTS

The Contract (including any non-contractual matters) is governed by the law of England and Wales.

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 days.

The terms and conditions listed for citizens of the European Union are determined by specific Consumer legislation and the rights of the Consumer are governed by such Consumer legislation. If there is any conflict between the Terms and Conditions of this Website and Consumer legislation the rights of the Consumer under the legislation will not be affected.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing;
- signed on behalf of each party; and
- expressly stating an intention to vary these terms.

All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an Order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

SECURITY

The transaction is protected by SSL Certification provided by WordPress Engine and payment processing security and PCI Compliance provided by WorldPay. Specific security information may be obtained by calling customer support at 0800 096 3997.

Customer service and support is available by using the online contact form on this Website or by calling our Customer Support line on 01934 852 888. The cost of any telephone calls shall be at the applicable rate of the country of origin. No premium rate telephone charges are levied by this organisation nor do we receive any share of any telephone call charges. The telephone lines are open normally Monday to Friday between the hours of 9-00am and 5-00pm GMT or BST depending on the time of year.

CONTACT DETAILS FOR SIGNSCAPE AND SIGNCONEX LIMITED

If you have a query, please call direct or contact us via email and we will endeavour to assist as quickly as possible, normally within 48 hours.

Signscape and Signconex Limited
Pear Tree Industrial Estate
Bath Road
Upper Langford
Bristol
BS40 5DJ

Phone: +44 (0)1934 852 888
Email: sales@signscape.co.uk
Website: <https://sasl.co.uk/contact-us/>

If you have questions regarding your information or its use, please contact our Data Protection Manager by email: sales@signscape.co.uk.

04 January 2021