

Terms and Condition – October 2024

1. **FORMATION OF CONTRACT:**

1.1 All quotations and orders made or accepted by the company shall be deemed to incorporate these terms and conditions together with any special conditions stated on or annexed to the quotation.

1.2 No purported variation of or addition to, or substitution for, such terms or conditions shall be binding on the company unless accepted by the Company in writing.

1.3 Quotations are made subject to fluctuations in price, whether accruing before or after acceptance.

1.4 The Company reserves the right to withdraw quotations at any time before acceptance.

1.5 Verbal, Telephoned or telegraphic orders and any variations to orders must be confirmed by the buyer in writing otherwise the Company accepts no responsibility for errors or subsequent misunderstandings.

1.6 Complaints or further requests post installation shall be made formally in writing within a 14 Day period after that date of install or after the completion of the works. Liability will not be accepted under any circumstances anytime after this cut off period. The Installation, after this 14 Day period will be permanently signed off and Insitu Display will no longer accept any liabilities unless manufactured in house.(see manufacturing T&C's) Post installation a completion of works notice or proof of delivery document will be presented to the relevant person and a signature and name will be taken and this will then be submitted to the client to act as final report and notice of a completed installation.

2. **PRICES:**

Quotations are based upon the Company's current price levels which in turn are based on the current rate of pounds sterling and any relevant foreign currency unit. If, owing to alterations in cost of materials, in wage rates or in other taxes, duties, levies or expenses, or in the rate of exchange caused by any devaluation / revaluation of either currency, the price level of the relevant goods is revised the prices chargeable shall be those ruling at the date of despatch.

3. **TERMS OF PAYMENT:**

Unless otherwise stated, all accounts are Nett and due for payment within 30 days of invoice date.

4. **TIME FOR DELIVERY:**

Time for delivery shall not be of the essence of the contract. Whilst the Company will do its utmost to keep any stated despatch or delivery date, it will accept no liability for any damage, consequential loss or any expense incurred resulting from delay howsoever the same shall be caused.

5. **DRAWING AND DESIGNS:**

All Drawings, Designs, Models, Plans, Specifications and / or Prototypes created by the Company shall remain the property of the Company and the Client shall not acquire any rights of title or interest therein.

6. **TOOLING:**

Any Tools / Jigs / dies originated by the company for the production of goods to a Buyer's specification should remain the property of the Company irrespective of whether a charge wholly or in part to cover the cost of manufacture has been made to the Buyer.

7. **PATENTS:**

The Buyer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark, or other industrial or intellectual property rights resulting from compliance by the company with the Buyer's instructions whether express or implied.

8. **DELIVERY:**

8.1 The title to goods shall not pass to the Buyer until payment has been made of the full contract price and in the case of non-payment the Company shall be entitled to repossess or trace the goods or the proceeds of sale in the Buyer's hands or in the hands of the Liquidator or Receiver.

8.2 The Company reserves the right to repossess any goods sold hereunder to the Buyer in respect of which payment is overdue and thereafter to re-sell the same; and for this purpose, the Buyer hereby grants an irrevocable right and licence to the Company through its servants and agents to enter with or without vehicles upon all and any premises on which such goods may be. These rights shall continue to subsist notwithstanding the termination of this contract whether through the happening of any of the events specified in Condition 12.4 or otherwise and without prejudice to any accrued rights of the Company hereunder.

8.3 Each delivery shall be considered as a separate contract and the failure of any goods in a particular delivery shall not vitiate the contract as to the remainder.

8.4 The Buyer shall be responsible for off-loading and shall indemnify the Company against all liability whatsoever arising there from or related thereto.

9. **SHORTAGES, DAMAGES OR LOSS IN TRANSIT:**

9.1 Any claim for alleged shortages or damage however arising will be considered only if:

- A) Receipt of Goods Note has been signed for as 'Not Examined', 'Damaged', 'Incomplete' or to that effect.
- B) A written complaint is made to the Company and to the carriers (Where applicable) within three days of receipt of goods.
- C) The Company is given an opportunity to inspect.
- D) The Buyer shall prove to the Company's satisfaction identification of the goods in question.

9.2 Any claim for goods lost in transit will be considered only if a written complaint is made to the company and to the carriers within 7 days or with a direct delivery, the notice shall be no more than 24 hours.

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10. GUARANTEE AND GENERAL LIABILITIES:

10.1 Goods are not tested or sold fit for any particular purpose and any term warranty or condition express implied or statutory to the contrary is excluded. In no circumstances whatsoever shall the Company's liability (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract or the goods supplied hereunder exceed the invoice price of the particular piece(s) concerned. Notice of any claims arising out of or in connection with this contract must be given in writing to the Company within seven working days from the date when the goods are collected or delivered, failing which all such claims shall be deemed to be waived and absolutely barred. The Company shall be under no liability whatsoever unless the Buyer can prove to the Company's satisfaction identification of the goods complained of.

10.2 When the Company is asked for advice as to the suitability of any product, such advice will be given to the best of the Company's ability and in good faith, but such advice is given only on the express condition that the Company is exempt from liability for failure in performance.

10.3 The Company shall not be liable for any consequential loss, injury or damage of any nature whatsoever arising out of this contract or in connection with any goods sold hereunder.

11. FORCE MAJEURE:

The Company shall be entitled to cancel or rescind any contract without liability for any loss or damage resulting there from if performance of its obligations under the contract is in any way affected by war, riot, restraint of Government, strike, lockout, dispute with workpeople, shortened hours of labour, fire, accident, non availability of materials, stoppage or interference with transport, compliance with Government requirements, or any cause which the Company has no power to avert.

12. CANCELLATION OR SUSPENSION:

12.1 No cancellation, suspension or variation of this contract requested by the Buyer shall be valid unless agreed with the Company in writing (Communication must be sent Via Email and not Text Message or Other Messaging Apps) and such agreement will only be given, subject to adequate compensation for expenses incurred in connection with the contract and for the loss of profit.

12.2 In addition to the above compensation, the Company may impose a cancellation charge at its discretion.

12.3 If the Company is asked to store goods, or if the Company must store goods because of the fault of the Buyer after the goods are ready for despatch, the Buyer shall pay storage and all other charges. The storage will be at the Buyer's risk and responsibility to insure. This will not entitle the Buyer to postpone payment of any sums due to the Company.

12.4 If the buyer enters into a Deed of Arrangement or compounds with his creditors or if a receiving order is made against him or (if a company) an order for winding up is made or a resolution for winding up is passed or if a Receiver is appointed or if the Buyer becomes insolvent or in the event of any breach of this contract by him the Company may stop any goods in transit and suspend further deliveries and may determine the contract without prejudice to any existing claim. Nothing in this condition shall prejudice any other rights vested in the Company.

12.5 If any works undertaken are cancelled at any time both Prior and during and Insitu are not deemed responsible for the cancellation, the following fees will be applicable:

On all UK orders if over 48 hours' notice – No charge

On all UK orders, if within 48 x hours – 25% of total job value.

On all UK orders, if within 24 hours' notice – 100% of total job value.

On all European Orders – If over 72 hours' notice – No charge

On all European Orders – cancellation must not be less than 72 hours or full cancellation fee will be applicable - 100% of total job value.

On all Global International shipping orders – cancellation must not be less than 72 hours or full cancellation fee will be applicable – 100% of total job

value.

12.6 The above time duration, runs in line with **Monday to Friday** office hours **09:00 – 17:00**, so for example a job booked in for Monday morning, 48 hours would be on Thursday morning on the previous week, and **NOT** Saturday morning. Weekends and Public Bank Holidays are **excluded**.

13. RETURNING OF GOODS

13.1 In the event of the Buyer wishing to return goods for any reason whatsoever, permission for such returns must be first obtained from the Company in writing.

13.2 Where the goods have been correctly supplied, and the Company has agreed their return, a handling charge will be applicable, See warehouse rates.

14. LAW APPLICABLE

14.1 These terms and any contract between the parties shall in all respect be construed and have effect according to English Law.