

TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 6 & 9.

Insign Limited is a member of the British Signs & Graphics Association and adopts all practice guidance as amended from time to time.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Additional Notes: the notes at the end of the Confirmation of Order which may add, vary or modify these Conditions

Business Day(s): a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by You for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.7.

Contract: the Confirmation of Order or any Supplemental Order between Insign Limited and You for the supply of Services in accordance with these Conditions.

Goods: the goods (or any part of them set out in the Order)

Deliverables: the deliverables set out in the Confirmation of Order produced by Insign Limited in accordance with the requirements by You.

Finished product: means either the manufactured to specification but not yet fitted or assembled signs, completely erected sign(s), or products that are tailored as in accordance with the Confirmation of order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: Your order for Services as set out in the confirmation slip attached to the Confirmation of Order or Confirmed Purchase Order supplied by Insign Limited to You.

Services: the services, including the Deliverables, supplied by Insign Limited to You as set out in the Confirmation of Order.

Specification: the description or specification of the Services provided in writing by Insign Limited as set out in the Confirmation of Order.

Supplier Materials: has the meaning set out in clause 4.1(f).

You / Your: means the Customer who can be an individual or corporate entity who purchases Services from Insign Limited.

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by You to purchase Goods and Services as set out in these Conditions.

- 2.2 The Order shall only be deemed accepted upon Insign Limited receiving the signed reply slip attached to the Confirmation of Order unless otherwise waived or varied by both parties. **(Commencement Date)**.
- 2.3 The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Insign Limited which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Insign Limited, and any descriptions or illustrations contained in the catalogues or brochures provided by Insign Limited, are issued or published for the sole purpose of giving an approximate idea of the Services described and shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation supplied by Insign Limited shall not constitute an offer, and is only valid for a period of thirty 30 Business Days from its date of issue.

3. SUPPLY OF GOODS AND SERVICES

- 3.1 Insign Limited shall :
- (a) supply the Goods and Services to You in accordance with the Confirmation of Order in all material respects.
 - (b) use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
 - (c) have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Insign Limited shall as soon as practicable notify You in any such event.
 - (d) warrants to You that the Services will be provided using reasonable care and skill.
- 3.2 Any variation, modification, change, variance, or revision of the Order after the Commencement Date must be made in writing and signed by both parties ("**the Supplemental Contract**"). You shall be deemed to consent to any losses you may incur whether directly, indirectly or otherwise as a result of any agreed deadline between Insign Limited and You which may be extended in order for Insign Limited to carry out its obligations under the Supplemental Order.
- 3.3 Insign Limited shall not be liable for any losses howsoever arising as a result of a change or variation under the Contract.
- 3.4 You shall further be liable for any charges, costs, labour, travel and all other necessary expenses incurred as a result of Insign Limited performing its obligations under the Supplemental Order including all such costs and expenses already incurred as a result of the aborted or truncated Order.

4. YOUR OBLIGATIONS

- 4.1 You shall:
- (a) Review and ensure that the terms of the Order are complete. Any specific requirements shall be expressly stated in the Additional Notes;
 - (b) co-operate with Insign Limited in all matters relating to the Services, including the providing of all necessary information, visual aid, reasonable labour or assistance, and all such other matters that will assist in the speedy completion of the Order;
 - (c) provide Insign Limited, its employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Insign Limited, its nominees, workers, staff or assigns;
 - (d) provide Insign Limited with such information and materials as may be reasonably required in order to supply the Services, and ensure that such information is accurate in all material respects;

- (e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (f) keep and maintain all materials, equipment, documents and other property of Insign Limited (**Supplier Materials**) at Your premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to Insign Limited, and not dispose of or use the Supplier Materials other than in accordance with written instructions or authorisation by Insign Limited; and
 - (g) Provide a person of official capacity on site for the purposes of the following. The person can be a Director, Employee of senior capacity or anyone with similar official capacity who will have the responsibility and be required to :
 - (i) Inspect the Finished Product;
 - (ii) Raise any rectification issues immediately (where applicable);
 - (iii) Sign the Delivery Note that will warrant that the Finished Product meet the Specifications in the Order and that the Order has been erected and completed in good condition free of defects.
 - (h) Ensure that You engage either Insign Limited or a suitably reputed maintenance company for the maintenance, inspection and necessary repair of the Order.
- 4.2 If performance by Insign Limited is prevented or delayed by any act or omission by You or failure by You to perform or obtain access and egress to the relevant site or any other relevant obligation (**Your Default**):
- (a) Insign Limited shall without limiting its other rights or remedies have the right to immediately suspend performance of the Services until You remedy Your Default, and to rely on Your Default to relieve it from the performance of any of its obligations to the extent Your Default prevents or delays Insign Limited's performance of any of its obligations;
 - (b) Insign Limited shall not be liable for any costs or losses sustained or incurred arising directly or indirectly from the failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) You shall reimburse Insign Limited on written demand for any costs or losses sustained or incurred arising directly or indirectly from Your Default.

5. PAYMENT

- 5.1 Payment of the Services shall be made within 30 days from date of invoice. Insign Limited may in its sole and absolute discretion issue interim invoice(s) after the Commencement Date. Time shall be of the essence for payment of any invoice issued.
- 5.2 Insign Limited shall be entitled to charge for any Services provided to You before the hours of 8:00am and after the hours of 5pm on normal Business Day(s).
- 5.3 Services outside Business Days will be charged at double the rate in clause 5.2.
- 5.4 Insign Limited shall be entitled to be indemnified for any expenses reasonably incurred including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Insign Limited for the performance of the Services, and for the cost of any materials, whether or not included in the Contract.
- 5.5 All amounts payable by You under the Contract are exclusive of value added tax (**VAT**).
- 5.6 If You fail to make any payment due within 30 days from the date of receipt of invoice, Insign Limited shall be entitled to charge a rate of 4% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.
- 5.7 Insign shall retain the title to all goods until such time as these and all other sums owed by the buyer to the seller are paid in their entirety.

- 5.8 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

6. WARRANTY PERIOD

- 6.1 Insign Limited warrant that the Goods and Services provided in the Order shall be fit for purpose for a period of no more than 12 months provided that –
- (a) All cosmetic or latent defects be reported to Insign Limited no later than seven (7) days from the date of completing the Order;
 - (b) Any faults arising is not attributable to those listed in clause 9.1;
 - (c) It is not contrary to any of our advice and basic maintenance as initially provided to you; and
 - (d) No other third party other than Insign Limited or its workmen, nominees, or assignees have interfered, meddled or attempted to repair, rectify, modify, change, replace or in any way intermeddle with any part of the Order.
- 6.2 Any repair, rectification, modification, adjustment, improvement, reconstruction, replacement or substitution of any parts either in whole or in part, shall be carried out in accordance with Insign Limited's own workforce schedule and time shall not be of an essence.
- 6.3 Insign Limited shall be entitled to charge for any parts, labour, time, travel and all such reasonable costs where necessarily incurred for any work done and described in clause 6.2.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Insign Limited.
- 7.2 You acknowledge that, in respect of any third party Intellectual Property Rights, Your use of any such Intellectual Property Rights is conditional on Insign Limited obtaining a written licence from the relevant licensor on such terms as will entitle Insign Limited to license such rights to You.
- 7.3 All Supplier Materials are the exclusive property of Insign Limited.

8. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 8 shall survive termination of the Contract.

9. LIMITATION OF LIABILITY:

- 9.1 Nothing in these Conditions shall limit or exclude Insign Limited's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.2 Subject to clause 9.1:
- (a) Insign Limited shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any

loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

- (b) Insign Limited shall not be responsible for any losses incurred by You directly or indirectly whether by negligence, malfunction, mechanical or product default of items or goods supplied to Insign Limited for the purposes of fulfilling the Contract; and
- (c) Insign Limited's total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Order.
- (d) Where the Goods were ordered on a supply only basis Insign Limited shall not be responsible for any losses suffered as a result of incorrect installation or application by a third party.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one 1 months' written notice.

10.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(b) to clause 10.2(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the other party's financial position deteriorates to such an extent that in Insign Limited's opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy; or

- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, Insign Limited may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within fourteen 14 days after being notified in writing to do so.

10.4 Without limiting its other rights or remedies, Insign Limited may suspend provision of the Services under the Contract or any other contract between the You and Insign Limited if You become subject to any of the events listed in clause 10.2(b) to clause 10.2(m), or Insign Limited reasonably believes that You are about to become subject to any of them, or if You fail, or demonstrate that You are having difficulties paying any amount due under the Contract on the due date for payment.

11. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) You shall immediately pay to Insign Limited all outstanding unpaid invoices and interest and the balance of the total sum agreed in the Contract shall immediately become due and owing;
- (b) You shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If You fail to do so, then Insign Limited may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose whether or not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

12. FORCE MAJEURE

12.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Insign Limited or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, exceptionally high winds, blustery, brisk, fall wind, blizzard, heavy snow, blowing dust, blowing sand, blowing spray or default of suppliers or subcontractors.

12.2 Insign Limited shall not be liable to You as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents Insign Limited from providing any of the Services for more than one (1) week, Insign Limited shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to You.

13. GENERAL

13.1 Assignment and other dealings

- (a) Insign Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) You shall not, without the prior written consent of Insign Limited, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

- 13.2 **Notices**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
 - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
 - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3 **Severance**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 - (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4 **Waiver** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **No partnership or agency** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.6 **Third parties** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 **Variation** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Insign Limited.
- 13.8 **Governing law** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 13.9 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).