

# **STANDARD CONDITIONS OF TRADING**

## **OF BAILLIE SIGNS**

### **("the Company")**

#### **QUOTATIONS**

All prices quoted will be valid for 28 days and may be reviewed if not accepted within this period.

#### **PROOF DRAWINGS**

Where requested, proofs of all work, will be submitted for the Customer's approval. The Company shall not be responsible for any errors not corrected by the Customer in Proofs submitted. The company will not be liable for errors in supplied artwork

#### **V A T**

All prices are quoted exclusive of Value Added Tax.

#### **ORDERS**

The Customer will indemnify the Company against all claims arising from errors in the Customer's instructions to the Company, written or verbal.

#### **DELIVERY & PAYMENT**

- a. Payment will be due within 7 days of the date of the invoice
- b. Unless otherwise specified, the prices quoted are for supply only. A charge may be made to cover any extra costs involved for delivery
- c. If work is suspended or delayed on the instructions of the Customer for a period of thirty days from the date of receipt of such instructions, the Company may render an interim account for payment for work done and costs incurred up to the date of such instructions
- d. Interest will run on unpaid accounts from and the due date thereof until payment at 2% over the Base Lending Rate of the Bank of Scotland in force from time to time
- e. Accounts shall be sent to the Party instructed by the Customer but the Customer, as principle debtor, shall remain liable for the account until it is settled in full. When the third party does not pay us you will promptly settle our invoice together with an administration fee in full within 7 days of us sending you the invoice

#### **CLAIMS**

All claims in respect of goods damaged or incorrect goods when delivered must be intimated to the Company in writing within 72 hours of delivery. We cannot accept liability for goods that have been signed for in good condition.

#### **LIABILITY**

The Company shall not be liable for any loss or damage suffered by the Customer arising from delay in transit or installation not caused by the Company, its employees or agents.

#### **INSTALLED SIGNS**

The Customer will indemnify the Company against all claims, costs and expenses of whatever kind arising from the positioning and attachment of signs in accordance with the Customer's instructions

The Company shall not be liable for any damage or injury caused by falling or loose signs, unless negligence can be proved against the Company.

All quotations which include installation are for unobstructed access and an additional charge may be levied for delays or additional visits.

#### **STANDING MATERIALS**

The risk in the goods, items or materials supplied by the Company will pass to the Customer upon delivery/collection/installation, but beneficial ownership shall remain with the Company until full payment has been received.

#### **INSOLVENCY**

If the Customer being a Limited Company shall go into Liquidation or Receivership or have an Administrator appointed or be wound up or disclosed or (if an individual) shall become apparently insolvent or sign a Trust Deed for his creditors or otherwise be unable to meet it or his commitments, then in any such event it shall be in the sole option of the Company to treat any contract between the Company and the Customer as terminated, to stop all work and will be entitled to payment for all work done to the date of termination and to exercise a lien over all the Customer's property in its possession in such manner and in such price and at such price or prices as the Company thinks fit and to apply the sale proceeds towards such debt.

#### **ILLEGAL MATTER**

The Customer shall be liable for all claims of whatever nature and by whoever made against the Company and whether arising in terms of any statute or common law or otherwise arising from any cause other than the Company's negligence or that of their employees and the Customer will indemnify the Company against any such claims at the cost of any legal proceedings arising there from. The Company shall not be liable to the Customer or to any other person, Company or Corporation for loss or damage caused by delay in completing work or for any loss or damage to the Customer or to any other person, Company or Corporation arising from delay in the delivery of goods or materials. In particular, and without prejudice to the Company against all claims of whatever nature and by whoever made against the Company arising from the display of any material which is defamatory or an infringement of Copyright.

#### **COPYRIGHT**

The copyright in any work or design by the Company shall vest in the Company.

#### **FORCE MAJEURE**

The Company will not be liable if the performance of its obligation hereunder is prevented, interfered with, hindered, prejudiced or rendered commercially impracticable either directly or indirectly by any contingency beyond the control of the Company such as instructions or interference by any Government or other Authority or Act of God, fire, accident, war, nuclear explosion or any other ecological or environmental disruption, blockage, trade embargo, riots, civil commotion, strikes, lock-outs, labour disputes, shortage of fuel, power, labour or raw materials, or breakdown of machinery.

#### **LAW**

These Conditions shall be governed and construed in accordance with the Law of Scotland.

#### **GENERAL**

The above Conditions shall apply not only to all quotations given by the Company but to all orders subsequently placed with the Company by or on behalf of the same Customer in connection with the same work unless otherwise agreed in writing.