

# Terms and Conditions of Sale

For business customers, i.e. businesses purchasing Goods from Kingston Signs & Displays, Limited (Company No. 16478731), all orders are accepted only on these Terms.

All orders are **subject to acceptance** by Kingston Signs & Displays, Limited – the **“Company”**.

## 1. Definitions

In these Terms and Conditions:

- **“Company”** means Kingston Signs & Displays Limited (Company No. 16478731), with trading address at 6 Kemley House, Ferensway, Hull, HU2 8NY, UK.
- **“Client”** means the business purchasing goods and/or services from the Company.
- **“Goods”** means signs manufactured and supplied by the Company.
- **“Services”** means design and installation services provided by the Company in connection with the Goods.
- **“Agreement”** means the contract formed between the Company and the Client comprising these Terms and Conditions, together with any written quotation accepted by the Client.

## 2. Scope of Business

2.1 The Company supplies physical signs and, where requested, related design and installation services.

2.2 Design and installation services are only provided in connection with Goods manufactured by the Company.

2.3 The Company trades exclusively with businesses. These Terms and Conditions apply solely to **business-to-business transactions**.

## 3. Quotations

3.1 All quotations are valid for **30 days** from the date of issue.

3.2 If payment is not received within this period, the quotation shall lapse, and the project will not proceed.

3.3 The Company reserves the right to revise a quotation if additional information comes to light that affects the complexity or cost of the Goods or Services. Any such changes will be communicated to the Client in writing, and work will not proceed without the Client's written agreement to the revised quotation.

## 4. Payment Terms

4.1 The Client shall pay a **non-refundable design fee in full upfront** before any design work commences.

4.2 Payment for manufacture and supply of the Goods, and any installation or delivery fees, shall be made **in full before manufacture begins**.

4.3 The Company only accepts payment by **bank transfer** to the account details specified on the invoice.

4.4 No work of any kind shall commence until cleared funds are received in full by the Company.

4.5 If the Client fails to make payment within the specified time, the Company reserves the right to cancel the order, re-issue the quotation, and/or charge interest on the overdue amount in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**.

## 5. Ownership and Risk

5.1 Ownership of the Goods shall pass to the Client upon delivery of the Goods to the Client.

5.2 Risk in the Goods shall also pass on delivery.

5.3 Until delivery, all Goods remain the property of the Company.

## 6. Intellectual Property

6.1 By providing artwork or materials to the Company, the Client confirms that such artwork or materials are the Client's property, or that the Client has the legal right to supply them.

6.2 The Client indemnifies the Company against any claims, damages, or expenses arising from use of Client-supplied artwork or materials, including claims for intellectual property infringement.

6.3 Upon payment of the design fee, the Client shall own the **final design** created for the Goods.

6.4 The Company shall retain ownership of all CAD files, drafts, and working artwork not delivered to the Client as the final design.

6.5 The Company reserves the right to use images of bespoke designs, logos, and finished Goods in its portfolio and marketing materials.

## 7. Delivery and Installation

7.1 Delivery and installation charges are separate from the Goods unless expressly included in the quotation.

7.2 The Company only provides the installation of signage and associated fixings supplied by the Company, unless otherwise explicitly agreed in writing.

7.3 Installation may be available for Goods up to a maximum height of **10 metres**, provided reasonable access and space are made available by the Client.

7.4 The Client is responsible for ensuring clear, safe, and uninterrupted access to the installation site at the agreed date and time. This includes:

- Provision of any necessary access equipment, unless otherwise agreed in writing (e.g. scaffolding, powered access, lifting gear). Where the Company provides such equipment, the costs will be charged to the Client.
- Ensuring the site is structurally sound and ready for installation (e.g. walls or surfaces are suitable for fixings).
- Gaining all required permissions or permits for signage or installation works.

7.5 Delays caused by inadequate site readiness or access will result in additional charges at the Company's prevailing hourly or daily rate, including travel expenses where applicable.

7.6 The Client is responsible for ensuring that all necessary consents, permits, or approvals are obtained for installation.

7.7 Lead times provided by the Company are **estimates only** and may vary depending on the project. The Client may request preferred installation dates, but such dates are not guaranteed.

7.8 As a guideline, the Company typically operates on a **10–12 working day lead time** from the date of approval of the mock-up/proof. Complex projects, such as signage involving LEDs or multiple products, may be subject to longer lead times.

7.9 The Client must provide a complete and accurate delivery address. The Company is not liable for failed or misdirected deliveries due to incorrect or incomplete addresses supplied by the Client. Where delivery fails for such reasons, the Client will be liable for any additional costs required to complete the delivery.

7.10 The Company reserves the right to postpone or abort installation if, in its opinion, the site poses a health or safety risk to its team. In such cases, the Company will attempt to reschedule the work, but the Client will be responsible for associated costs if the issue was avoidable.

7.11 Once installation is complete, the Client is responsible for ongoing inspection and maintenance of the signage. The Company's guarantee under Clause 8 applies only to manufacturing defects and is conditional on the Client carrying out reasonable inspection and maintenance. The Company accepts no liability for damage, injury, or loss caused by failure to maintain or inspect installed signage after handover.

7.12 Installation appointments may be rescheduled or cancelled by the Client up to **72 hours** before the agreed time without penalty. Cancellations or changes made within 72 hours will incur a charge to cover labour, travel, and scheduling costs.

7.13 While all care will be taken, the Company cannot accept responsibility for:

- Any pre-existing structural issues.
- Hidden services (e.g. electrical cables, pipes) not clearly marked and disclosed.
- Minor surface damage (e.g. drill holes, paint chips) incurred as a necessary part of installation.

7.14 The Client is advised to notify the Company in writing of any sensitive areas, known hazards, or concealed services prior to works commencing.

## 8. Guarantee

8.1 The Company provides a **1-year manufacturer's guarantee** on the Goods, covering defects in materials and workmanship.

8.2 This guarantee excludes damage resulting from:

- Misuse, neglect, or improper maintenance;
- Vandalism;
- Third-party interference;
- Weathering or environmental conditions beyond normal wear and tear.

8.3 The Company's liability under this guarantee is limited to repair or replacement of the Goods at the Company's discretion.

## 9. Inspection, Damage, and Missing Components

9.1 All Goods are carefully packed and checked before dispatch.

9.2 Upon delivery, the Client must:

- Inspect the outer packaging for damage before accepting delivery. If damage is visible, the Client should request that the courier records this on the delivery note and must notify the Company immediately.
- Unpack and inspect the Goods immediately.
- Report any damage or missing components to the Company in writing within 24 hours of delivery, including clear dated photographs and the order reference.

9.3 Claims made after 24 hours may not be eligible for free replacement and will be handled at the Company's discretion.

9.4 Verified transport damage or manufacturing defects reported within the required timeframe will, at the Company's option, be repaired, replaced, or refunded at no additional charge.

9.5 For claims outside the 24-hour window, or lacking sufficient evidence, the Company may assist at its discretion and may apply reasonable fees.

## 10. Cancellations

10.1 The design fee is **non-refundable** once paid.

10.2 If the Client cancels the project after design work has been completed but before manufacture, the Client retains ownership of the final design, and the Company retains the design fee.

10.3 Once manufacture of the Goods has commenced, cancellation is not permitted, and all fees for Goods and Services are payable in full. Any personalised orders cannot be amended or cancelled once it has entered production stage.

## 11. Liability

11.1 The Company shall not be liable for any indirect, incidental, or consequential losses (including loss of business, profits, or opportunities) arising out of or in connection with the Agreement.

11.2 The Company shall not be liable for failure or delay caused by circumstances beyond our reasonable control.

11.3 The Client is responsible for approving all proofs prior to production. The Company will not be liable for any errors (including text, dimensions, material, colour, or layout) in proofs that have been approved by the Client. Approval by the Client confirms that all details are correct and suitable for production.

11.4 As the Goods are bespoke and made to the Client's specifications, they are exempt from cancellation or return. The **Consumer Contracts Regulations 2013** do not apply to business-to-business transactions.

11.5 The Company's total liability for any claim shall not exceed the price paid by the Client for the Goods or Services giving rise to the claim.

11.6 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or title under section 12 of the Sale of Goods Act 1979.

## 12. Force Majeure

12.1 The Company shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to strikes, lockouts, supplier delays, accidents, weather, transport disruptions, or acts of God.

## 13. Abusive Conduct

13.1 The Company always reserves the right to cancel orders and issue refunds if in the event of abusive, threatening, or inappropriate behaviour directed towards our staff, provided the Client has not yet received the Goods.

13.2 We accept no liability for consequential or indirect losses from such cancellations.

## 14. Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of **England and Wales**.

14.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

## 15. Entire Agreement

15.1 These Terms and Conditions, together with any written quotation accepted by the Client, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or understandings.