

Terms and Conditions

("Conditions")

Version 18.6.26

1. GENERAL

1.1 In these Conditions the following definitions apply:

Company	means W&Co Displays and Signs Limited, a company incorporated and registered in England and Wales with company number 04063394 whose registered office is: Unit 7a Radford Crescent, Billericay, CM12 0DU;
Customer	means the person, firm, company, organisation or other party ordering, purchasing or receiving Goods from the Company, or instructing the Company to proceed with the supply of Goods, as identified in the Quotation, Order, pro forma invoice, invoice, email correspondence or other written communication;
Quotation	means any written quotation, estimate, proposal, pro forma invoice, email or other written communication issued by the Company setting out the Goods, pricing, specification, scope of works, assumptions, exclusions, payment terms or other commercial terms on which the Company is willing to supply the Goods;
Order	means any request, instruction, acceptance, approval, purchase order, email, payment, part-payment, verbal instruction, instruction to proceed or other communication or conduct by the Customer which the Company accepts or acts upon as an order for the Goods. Any terms or conditions contained in or referred to by a Customer's purchase order, order form, email, acceptance, procurement document, supplier portal or other communication shall not apply to the Contract unless expressly agreed in writing by a director of the Company;
Contract	means any contract between the Company and the Customer for the sale and/or supply of the Goods, incorporating these Conditions, the Quotation, any applicable Returns Policy, and any written terms specifically agreed by the Company. A Contract may be formed in accordance with clause 2.5 of these Conditions and does not require a countersigned confirmation of order or any other formal order confirmation unless the Company expressly states otherwise in writing;
Goods	means the products, equipment, materials, signs, displays, digital screens, components, services, installation works, design works and/or other items supplied or to be supplied by the Company under the Contract, including any part or instalment of them;
Intellectual Property Rights	means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, including know-how and trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, renewals of and extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, and Intellectual Property Right means any one of the Intellectual Property Rights;
Parties	means both the Company and the Customer together, and Party means either one of them;
Returns Policy	means the Company's returns policy as applicable at the date of the Contract, a copy of which is available on the Company's website at www.w-co.co.uk/returns-policy-refunds , which is incorporated into the Contract where applicable. If there is any conflict between the Returns Policy and these Conditions, these Conditions shall prevail unless the Company expressly states otherwise in writing;
Supplier Costs	means all costs incurred by the Company with any third parties in connection with the Contract, including without limitation labour, supplier, subcontractor, material, manufacturing, delivery, storage and associated costs; and
Working Day	means a day, except a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 A reference to any statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time, and includes any subordinate legislation made under it.

1.3 The headings in these Conditions do not affect their construction.

1.4 These Conditions shall apply to the Contract to the exclusion of any terms or conditions which the Customer seeks to impose or incorporate, whether in an Order, purchase order, email, acceptance, correspondence, procurement document, supplier portal or otherwise, unless expressly agreed in writing by a director of the Company. Any specific written terms stated by the Company in the Quotation, pro forma invoice, invoice, email or other written communication issued by the Company shall prevail over these Conditions to the extent of any conflict.

2. THE CONTRACT

2.1 The Contract constitutes the entire agreement and understanding between the Parties in relation to its subject matter and supersedes any previous arrangement, understanding, quotation, proposal, negotiation or agreement between them relating to that subject matter, except to the extent expressly incorporated into the Contract in writing by the Company.

2.2 No variation to the Contract shall be binding unless agreed in writing by the Company. The Company shall not be bound by any variation, addition, condition, qualification or exclusion included by the Customer in an Order, purchase order, email, acceptance, correspondence, procurement document, supplier portal or other communication unless the Company expressly agrees to it in writing.

2.3 The Customer agrees that, in entering into the Contract, it has not relied on any statement, representation, assurance, advice, illustration, mock-up, estimate or warranty other than those expressly set out in the Contract. No employee, contractor, agent or representative of the Company has authority to make any binding representation or warranty concerning the Goods unless confirmed in writing by the Company.

2.4 Each party agrees that all liability and remedies in respect of any pre-contract statement, representation, assurance or warranty are excluded except as expressly provided in the Contract.

2.5 A Contract shall be formed when the Company accepts or acts upon the Customer's Order, including where the Customer accepts a Quotation, issues an Order, sends written or email acceptance, makes payment or part-payment, approves artwork or specification, gives a verbal instruction to proceed, accepts delivery, uses the Goods, or otherwise acts in a manner consistent with acceptance of the Contract.

2.6 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

3. QUOTATIONS, ESTIMATES & PRICES

3.1 Any Quotation or estimate issued by the Company is an invitation to the Customer to place an Order and shall not constitute an offer capable of acceptance unless the Company expressly states otherwise in writing.

3.2 The Company may alter or withdraw any Quotation or estimate at any time before a Contract is formed.

3.3 Unless otherwise stated in writing, Quotations are valid for fourteen (14) days from the date of issue. After that period, the Quotation shall be deemed withdrawn unless the Company expressly confirms otherwise in writing. The Company may, at its discretion, honour, extend, amend or withdraw an expired Quotation.

3.4 A Quotation is based on the information, specifications, artwork, dimensions, quantities, site conditions, access requirements, delivery requirements, installation requirements and Customer instructions known to the Company at the date the Quotation is issued. The Customer is responsible for ensuring that all information provided to the Company is accurate, complete and suitable for the Goods required.

3.5 The Company may amend a Quotation or price where the Customer's requirements, instructions, specification, artwork, dimensions, quantities, site conditions, access requirements, delivery requirements or installation requirements differ from the information on which the Quotation was

based, or where there is any increase in Supplier Costs or other costs outside the Company's reasonable control or previous knowledge. The Company shall notify the Customer in writing of any such amendment where reasonably practicable.

3.6 A Quotation or estimate is strictly limited to the Goods, specification, quantities and scope expressly stated in it. Any goods, services, works, designs, revisions, installation works, electrical works, access equipment, site visits, surveys, delivery requirements, third-party costs, content setup, configuration, support or other work not expressly included in the Quotation shall be excluded unless expressly agreed in writing by the Company.

3.7 Any estimated price for work charged by time, including without limitation graphic design, artwork, project management, site attendance, installation, technical support or other services, is an estimate only. The final amount charged may vary depending on the time actually spent and any additional work, requirements or issues arising under the Contract.

3.8 Any estimated price for installation does not include unforeseen costs, additional works, access issues, site delays, structural issues, electrical works, data cabling, third-party delays or any other costs not expressly stated in the Quotation, and is subject to clause 13.

3.9 Any prices listed on the Company's website, promotional material or sales literature are for guidance only and shall not constitute a Quotation, estimate or offer. No order form, enquiry form, online submission or website communication submitted by the Customer shall oblige the Company to supply the Goods until a Contract is formed in accordance with these Conditions.

3.10 Unless otherwise stated in writing, all prices are exclusive of Value Added Tax. VAT shall be charged at the applicable rate. Any other tax, duty, tariff, import cost, customs charge, bank charge or other charge arising in the United Kingdom or elsewhere shall be borne by the Customer.

4. ORDERS AND ORDER ACCEPTANCE

4.1 The Customer is responsible for ensuring that any Order, purchase order, written acceptance, email instruction, payment, part-payment, verbal instruction, approval, specification, artwork approval or other instruction is accurate and complete.

4.2 The Company may accept an Order by issuing written confirmation, accepting payment or part-payment, commencing work, ordering goods, materials or services, approving production, arranging delivery, performing services, or otherwise acting in reliance on the Customer's instruction to proceed.

4.3 The Customer shall be responsible for checking that the Goods, quantities, dimensions, specification, artwork, site details, delivery details, installation requirements and any other order details are correct. The Customer shall notify the Company immediately in writing of any error, omission or discrepancy.

4.4 The Company's acceptance of, acknowledgement of, action upon, or performance following receipt of any Customer purchase order, email, acceptance, instruction or other communication shall not constitute acceptance of any Customer terms or conditions contained in or referred to by that document or communication. Any such Customer terms or conditions are excluded unless expressly agreed in writing by a director of the Company.

4.5 If the Customer wishes to cancel an Order after the Contract has been formed, the Customer must notify the Company in writing without delay. The Customer has no automatic right to cancel an Order once the Contract has been formed, except where required by applicable law or expressly agreed in writing by the Company.

4.6 Where the Company agrees to cancel an Order, the Customer shall pay to the Company:

4.6.1 all costs, Supplier Costs, labour costs, design costs, administration costs, delivery costs, storage costs, restocking costs, cancellation charges and other costs incurred by the Company up to and including the date the Company receives the Customer's written cancellation request; and/or

4.6.2 a cancellation fee of up to 100% of the total price payable for the Goods under the Contract, provided that the total amount payable by the Customer shall not exceed the total price payable for the Goods under the Contract, except where the Company has incurred additional costs or losses outside the quoted price due to the Customer's cancellation, delay, breach or change of instruction.

5. TERMS OF PAYMENT

5.1 No payment shall be deemed received until the funds are cleared in the Company's bank account.

5.2 The Customer shall pay the Company in accordance with the payment terms, payment schedule or due dates stated in the Quotation, pro forma invoice, invoice, email or other written communication issued by the Company.

5.3 Unless otherwise agreed in writing by the Company, the Company may require full payment, a deposit, staged payments or cleared funds before commencing work, ordering Goods, commencing production, releasing designs, arranging delivery or carrying out installation.

5.4 There is a minimum order charge of £100 on standard items and £200 on bespoke items, unless otherwise agreed or stated.

5.5 The Company reserves the right to charge an additional fee for payments made by credit card or other payment methods where lawful.

5.6 A credit account may be provided by the Company, at its discretion, subject to the successful completion of any application process and any credit checks the Company considers necessary. The Company may refuse, suspend, reduce or withdraw credit account facilities at any time without explanation.

5.7 Customers who purchase Goods from the Company on an approved credit account shall pay all sums due within thirty (30) days of the invoice date, unless otherwise stated in writing by the Company. Any alternative payment terms, including monthly account terms or end-of-month payment terms, shall apply only where expressly agreed in writing by the Company. Where only part of an invoice is disputed in good faith, the undisputed amount shall remain due and payable in accordance with these Conditions.

5.8 If any monies are paid by the Customer that are not owed to the Company, such as an overpayment or a payment when there are no outstanding invoices, the Company may hold this money on account. The Company does not consider this payment to be an advance payment in respect of specific future goods or services unless expressly agreed in writing. If the Customer has a credit balance for a period of three years and has not requested a refund, and the Company has made reasonable efforts to return the monies, the Company may write off the balance. The Company does not pay interest on any credit balance.

5.9 If the Customer disputes any invoice or other statement of monies due, the Customer shall notify the Company in writing immediately and, in any event, no later than five (5) Working Days after receipt of the invoice or statement. The notice must set out the nature of the dispute, the amount disputed, the reasons for the dispute and any supporting evidence. The Parties shall attempt in good faith to resolve the dispute promptly. Where only part of an invoice is disputed, the undisputed amount shall remain due and payable in accordance with these Conditions.

5.10 If the Customer fails to make any payment due to the Company by the due date for payment, the Company may charge interest, fixed compensation and reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable. Interest shall accrue on a daily basis from the due date until actual payment, whether before or after judgment.

5.11 The Customer shall indemnify the Company for all costs, expenses, legal costs, professional costs, collection costs and other losses incurred by the Company in recovering or attempting to recover debts owed by the Customer to the Company.

5.12 If the Customer fails to make any payment due to the Company by the due date, or if the Company reasonably considers that the Customer's credit standing has deteriorated, the Company may, without limiting any other rights or remedies, suspend or withhold any further work, manufacture, ordering of Goods, delivery, installation, commissioning, warranty support, technical support, release of designs, release of Goods, or performance of any other obligation until all overdue sums have been paid or suitable payment arrangements have been agreed in writing by the Company.

5.13 The Company shall send invoices by email only. If the Customer requires a hard copy invoice, an administration fee may apply.

6. DELIVERY & LEAD TIME

6.1 Quoted delivery dates, installation dates, production dates and lead times are estimates only and shall not be of the essence of the Contract.

6.2 Lead times shall not commence until a Contract has been formed and the Company has received all information, artwork, approvals, specifications, dimensions, site details, installation details, access information, payment and cleared funds required by the Company to commence or continue the work.

6.3 Lead times may be extended where there are changes to the Customer's requirements, delays in approval, delays in payment, delays in receiving information, artwork or site details, supplier delays, delivery delays, access issues, additional works or any other matter outside the

Company's reasonable control.

6.4 The Company may deliver the Goods by instalments, which may be invoiced and paid for separately.

6.5 Delays in delivery, production or installation shall not entitle the Customer to refuse delivery, reject the Goods, withhold payment or terminate the Contract, except where the Customer has a legal right to do so which cannot be excluded by law.

6.6 The Company shall have no liability for any failure or delay in delivering, producing or installing the Goods to the extent that such failure or delay is caused by the Customer, the Customer's agents, contractors, site conditions, lack of access, lack of information, delayed approvals, delayed payment or any other failure by the Customer to comply with the Contract.

6.7 If the Customer requests a postponement or delay in delivery, collection or installation, and the Company agrees, the Customer shall pay all costs and expenses incurred by the Company as a result, including without limitation storage costs, additional delivery costs, labour costs, Supplier Costs, administration costs and rebooking costs. The Goods shall be held at the Customer's risk from the date of postponement.

6.8 If the Customer fails to take delivery of the Goods, fails to collect the Goods, fails to give adequate delivery instructions, or prevents delivery or installation within fourteen (14) days after being requested by the Company, the Company may, without limiting any other rights or remedies, do one or more of the following:

6.8.1 store the Goods at the Customer's risk and charge the Customer for storage and related costs;

6.8.2 rearrange delivery or installation and charge the Customer for any additional costs;

6.8.3 invoice the Customer for the Goods and any associated costs;

6.8.4 dispose of, resell or otherwise deal with the Goods where reasonable and lawful to do so; and/or

6.8.5 charge the Customer for any other losses, costs or expenses incurred by the Company.

6.9 The Customer or its agent shall inspect the Goods immediately on delivery or collection and shall check for any damage, shortage or obvious defect. Where damage has occurred in transit, the Goods should be rejected at the point of delivery or signed for as "DAMAGED" where possible. The Customer shall notify the Company immediately and confirm the issue in writing within two (2) Working Days, with photographs and supporting details where reasonably possible. Any rejection, claim or return under this clause shall be dealt with in accordance with clause 7.

6.10 Subject to any rights which cannot be excluded by law, the Customer shall be deemed to have accepted the Goods as supplied in accordance with the Contract if the Customer uses, installs, alters, resells, disposes of or otherwise deals with the Goods, or fails to notify the Company in writing of any damage, shortage or obvious defect within two (2) Working Days of delivery or collection.

6.11 Any notice of rejection, damage, shortage, defect or non-conformity must identify the specific Goods affected, set out the nature of the issue in reasonable detail and include supporting evidence where reasonably available. The Customer shall not be entitled to withhold payment for any undisputed Goods or undisputed part of an invoice.

6.12 Any rejection or return of Goods shall be dealt with in accordance with clause 7.

7. RETURNS POLICY

7.1 Any rejection, return, cancellation, repair, replacement or refund relating to the Goods shall be dealt with in accordance with this clause 7.

7.2 In the unlikely event that the Goods do not conform to the Contract and the Customer wishes to reject or return the Goods, the Customer shall notify the Company as soon as possible after delivery and confirm the reason in writing within the timescales set out in clause 6.

7.3 If Goods are rejected due to transit damage properly notified under clause 6.9, the Company shall arrange for the return of the Goods where appropriate. If Goods are returned on any other basis or for any other reason, the Customer shall be responsible for all return costs unless the Company expressly agrees otherwise in writing or unless required by applicable law.

7.4 The Company shall inspect any returned Goods once received to determine whether, in the opinion of the Company acting reasonably, the Goods are faulty, damaged or do not conform to the Contract. If the Goods are faulty, damaged or do not conform to the Contract, the Company may, at its discretion and subject to any rights which cannot be excluded by law:

7.4.1 repair the Goods;

7.4.2 replace the Goods;

7.4.3 provide the Customer with a full or partial refund of sums paid for the affected Goods; and/or

7.4.4 reimburse reasonable return costs where the Company agrees that the return was justified.

7.5 The Contract shall apply to any repaired or replacement Goods supplied by the Company to the Customer.

7.6 If the Company agrees, at its discretion, to accept the return of Goods which are not faulty, damaged or non-conforming, any refund or credit shall be subject to:

7.6.1 the Customer complying fully with this clause 7 and any return instructions issued by the Company;

7.6.2 the Goods being returned unused, undamaged, complete and in their original packaging where applicable;

7.6.3 deduction of any delivery, collection, inspection, repackaging, administration, supplier, restocking or other costs incurred by the Company; and/or

7.6.4 a restocking fee of up to 25% of the total price payable for the returned Goods;

7.6.5 deduction by the Company of any such costs or restocking fee from any refund or credit due to the Customer.

7.7 If, upon inspection by the Company under clause 7.4 above, the Goods are found to have been supplied in accordance with the Contract, the Company shall have no further obligation in relation to the Goods and the Customer shall pay all sums due to the Company in relation to the Goods under the Contract.

7.8 Where the Customer is not dealing as a consumer, the Customer has no general right to cancel an Order, reject or return Goods, or receive a refund, except where expressly stated in these Conditions, expressly agreed in writing by the Company, or required by applicable law.

7.9 Consumer rights

7.9.1 Unless the Customer notifies the Company in writing before the Contract is formed that it is dealing as a consumer, the Customer warrants that it is acting wholly or mainly for purposes relating to its trade, business, craft or profession. The Company may decline an Order from a consumer or require different terms before accepting it.

7.9.2 If the Customer is dealing as a consumer, nothing in these Conditions shall affect the Customer's statutory rights.

7.9.3 Where applicable, a consumer may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However, cancellation rights may not apply, or may be limited, where Goods are made to the Customer's specification, personalised, bespoke, custom-made, specially ordered, or where services have begun with the Customer's agreement before the end of any cancellation period.

7.9.4 Where a consumer has a legal right to cancel, reject or return Goods, the Company shall deal with that cancellation, rejection or return in accordance with applicable law.

8. RISK & TITLE

8.1 Risk in any physical Goods shall pass to the Customer on delivery or, where the Goods are collected by the Customer or its agent, on collection. If delivery, collection or installation is postponed, delayed or prevented by the Customer, risk in the Goods shall pass to the Customer from the date on which the Goods are made available by the Company.

8.2 Title in any physical Goods shall not pass to the Customer until the Company has received payment in full, in cleared funds, for:

8.2.1 the Goods; and

8.2.2 all other sums which are or become due to the Company from the Customer under the Contract or any other contract between the Company and the Customer.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

8.3.1 hold the Goods as the Company's bailee;

8.3.2 store the Goods separately from all other goods where reasonably practicable, so that they remain readily identifiable as the Company's property;

8.3.3 not remove, deface or obscure any identifying mark, serial number, label or packaging relating to the Goods;

8.3.4 maintain the Goods in satisfactory condition and keep them insured for their full replacement value against all risks;

8.3.5 not sell, pledge, charge, dispose of, alter, incorporate, install or otherwise deal with the Goods in a way which prejudices the Company's ownership, except with the Company's prior written consent or in accordance with the Contract; and

8.3.6 notify the Company immediately if the Goods become subject to any seizure, attempted seizure, insolvency process, third-party claim or other event which may affect the Company's ownership.

8.4 If, before title to the Goods passes to the Customer, the Customer fails to pay any sum due to the Company, becomes subject to any of the events in clauses 17.1.6 or 17.1.7, or the Company reasonably considers that any such event is about to occur, the Company may, without limiting any other rights or remedies:

8.4.1 require the Customer to deliver up the Goods immediately; and/or

8.4.2 enter any premises of the Customer, or any premises under the Customer's control where the Goods are stored or installed, to inspect or recover the Goods, and the Customer grants the Company, its agents and representatives a licence to enter such premises for that purpose and shall ensure that the Company is given access.

8.5 Where Goods have been installed, fixed, attached or incorporated before title has passed to the Customer, the Customer shall not do anything which prejudices the Company's ownership of those Goods, and the Company may recover or remove the Goods where it is lawful and reasonably practicable to do so.

8.6 The Company shall be entitled to bring an action for the price of the Goods notwithstanding that title in the Goods has not passed to the Customer.

9. DESIGNS & INTELLECTUAL PROPERTY RIGHTS

9.1 All designs, artwork, drawings, visuals, mock-ups, plans, sketches, specifications, technical information, concepts, prototypes, CAD files, source files, production files, working files, proposals and other materials supplied or created by the Company in connection with a Quotation, estimate, Order, Contract or proposed Contract, whether supplied before or after a Contract is formed, shall remain the property of the Company unless expressly agreed otherwise in writing by the Company.

9.2 All Intellectual Property Rights in the materials referred to in clause 9.1 shall remain owned by the Company or its licensors unless expressly assigned in writing signed by or on behalf of the Company.

9.3 The Customer shall not copy, trace, reproduce, adapt, modify, reverse-engineer, manufacture from, exhibit, disclose, share, publish, pass to any third party, tender from, procure from another supplier, or otherwise use any materials referred to in clause 9.1 without the Company's prior written consent.

9.4 Unless expressly agreed otherwise in writing by the Company, any permission given to the Customer to use the materials referred to in clause 9.1 shall be limited to considering the Company's Quotation, approving the Goods, performing the Contract, or operating the Goods supplied by the Company.

9.5 The Company may charge a reasonable fee for the release, transfer, assignment, licence or permitted use of any designs, artwork, drawings, visuals, mock-ups, technical information, source files, production files, working files or other materials supplied or created by the Company.

9.6 The Customer shall immediately return or permanently delete any materials referred to in clause 9.1, and shall not use them for any purpose, if:

9.6.1 the Customer cancels an Order or the Contract;

9.6.2 the Contract is terminated;

9.6.3 no Contract is formed;

9.6.4 the Customer commissions or intends to commission works of a similar type from another supplier; or

9.6.5 the Company reasonably requests their return or deletion.

9.7 The Customer shall keep all materials referred to in clause 9.1 confidential and shall use them only for the purpose expressly authorised by the Company.

9.8 The Company shall have no liability for any defect, error, omission or issue arising wholly or partly from any information, artwork, drawing, design, specification, measurement, instruction, site information or other material supplied or approved by the Customer.

9.9 The Customer warrants that it owns, controls or is authorised to use all Intellectual Property Rights in any artwork, logo, image, text, design, specification, drawing, file, material or instruction supplied to the Company. The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with any claim that the Customer's materials, instructions or use of the Goods infringe any third-party Intellectual Property Rights.

9.10 Where the Company supplies digital artwork, visuals, proofs or designs for approval, the Customer shall check them carefully. Once approved by the Customer, the Company shall not be liable for any error, omission, spelling mistake, colour issue, size issue, layout issue or other matter which appeared in, or should reasonably have been identified from, the approved proof, artwork or design.

9.11 The Company is not obliged to release editable artwork, source files, production files, CAD files, supplier files, working files or native design files unless expressly agreed in writing by the Company.

10. PROTOTYPES

10.1 Any prototypes, models, samples, visuals, mock-ups, illustrations, drawings, descriptions, specifications or other materials supplied by the Company are intended to give a general outline of the Company's proposals only and shall not be binding as to final details, dimensions, colours, materials, construction, arrangements or specification unless expressly confirmed in writing by the Company.

10.2 All prototypes, models, samples, visuals, mock-ups, illustrations, drawings, descriptions, specifications and related Intellectual Property Rights shall remain the property of the Company and shall be subject to clause 9.

10.3 The Company may charge an agreed or reasonable fee for any prototypes, models, samples, visuals, mock-ups, illustrations, drawings, descriptions, specifications or related work supplied or created by the Company.

11. QUALITY & WARRANTY

11.1 Subject to any rights which cannot be excluded by law, any express or commercial warranty made available by the Company in relation to the Goods shall be limited to the applicable manufacturer's warranty for those Goods, where such warranty is available, and shall be subject to the manufacturer's warranty terms, process and exclusions.

11.2 The Company does not provide, extend, enhance or underwrite any separate warranty, guarantee or support obligation beyond the applicable manufacturer's warranty unless expressly agreed in writing by the Company.

11.3 The applicable warranty period, warranty terms, warranty process and warranty exclusions for any Goods shall be as stated in the Quotation, invoice, product specification, manufacturer's warranty documentation or other written confirmation issued by the Company.

11.4 Where no manufacturer warranty applies, or where the manufacturer refuses, limits, withdraws or rejects warranty support, the Company shall not be liable to provide any additional warranty, replacement, repair, refund, credit, call-out, labour or support beyond any rights which cannot be excluded by law.

11.5 Any warranty extension, enhanced warranty or additional support package must be expressly agreed in writing by the Company at the point of Order and must be clearly stated on the relevant Quotation, invoice or other written confirmation issued by the Company.

11.6 The Company shall have no obligation to provide, arrange, facilitate or continue any warranty support, technical support, repair, replacement, call-out, collection, return or other assistance if the Customer has not paid all sums due by the due date for payment, or if the Customer is in material breach of the Contract, except to the extent required by law.

11.7 Any warranty claim must be reported to the Company in writing as soon as reasonably possible after the Customer becomes aware of the issue. The Customer shall provide all information reasonably required by the Company or manufacturer, including without limitation proof of

purchase, serial numbers, photographs, videos, fault descriptions, installation details, usage details, site conditions and any troubleshooting information requested.

11.8 Any suspected hardware failure must be assessed by the Company, the manufacturer or an authorised technical representative before any repair, replacement, return, call-out or warranty remedy is provided. The Company shall not be liable for any warranty remedy unless a genuine hardware failure or other valid warranty issue is confirmed in accordance with the applicable manufacturer's warranty process.

11.9 The Company's role in relation to any manufacturer warranty is limited to reasonable assistance in passing on, coordinating or facilitating the relevant warranty claim where appropriate. The Company does not guarantee that the manufacturer will accept any warranty claim, provide any particular remedy, respond within any particular timescale, or offer any remedy beyond the applicable manufacturer's warranty.

11.10 The applicable remedy for any accepted warranty claim shall be determined in accordance with the applicable manufacturer's warranty terms and may include, where available, repair, replacement, collection and return, on-site service, swap-out, comparable replacement product, parts replacement, technical support or such other remedy as the manufacturer makes available.

11.11 Any warranty, guarantee or support obligation provided, arranged or facilitated by the Company shall not apply to faults, issues, costs or losses arising from:

11.11.1 fair wear and tear, normal ageing, reduced brightness over time, burn-in, image retention, mura, defective pixels within the manufacturer's accepted tolerance, cosmetic damage or exterior finish;

11.11.2 accidental damage, wilful damage, negligence, misuse, abuse, incorrect operation, failure to follow instructions, unsuitable cleaning, lack of maintenance, vandalism or physical impact;

11.11.3 incorrect installation, removal, reinstallation, relocation, alteration, repair, attempted repair or interference by the Customer or any third party without the Company's prior written approval;

11.11.4 unsuitable site conditions, abnormal working conditions, insufficient ventilation, unsuitable enclosures, incorrect electrical supply, voltage fluctuations, power surges, water ingress, fire, lightning, environmental damage, excessive heat or cold, excessive dust, moisture, condensation or other external causes;

11.11.5 third-party products, software, systems, utilities, equipment, accessories, applications, content management systems, media players, cables, connectors, networks, broadband, Wi-Fi, LAN, data cabling, integrations or services not supplied or expressly approved by the Company;

11.11.6 content creation, content formatting, content scheduling, content upload, content management, media player setup, CMS setup, third-party system setup, software configuration, signal issues, reception issues, display settings, network configuration, user error, training requirements or unsupported integrations;

11.11.7 information, artwork, drawings, designs, specifications, site information, instructions or materials supplied or approved by the Customer;

11.11.8 damage in transit where the Goods have not been packaged correctly or where the Customer has failed to comply with these Conditions, the Company's instructions, the manufacturer's instructions or courier requirements; or

11.11.9 any matter excluded under the applicable manufacturer's warranty terms.

11.12 Unless expressly stated in writing by the Company or covered by the applicable manufacturer's warranty, warranty support does not include the cost of removing, uninstalling, reinstalling, accessing, lifting, remounting, recommissioning, reconfiguring, packaging, transporting or returning Goods, or any associated labour, access equipment, electrical work, data work, making good, decoration, loss of use, downtime or third-party costs.

11.13 Where Goods are to be returned, the Customer must package them safely and in accordance with the Company's or manufacturer's instructions, using the original packaging, bespoke pallet and protective materials where applicable. If the Goods are not packaged correctly, the Company shall have no liability for damage caused in transit and any resulting costs may be charged to the Customer.

11.14 If Goods are returned, inspected, tested or attended to and no genuine hardware failure or valid warranty issue is found, the Company shall have no liability and may charge the Customer for all costs incurred, including without limitation collection, delivery, inspection, testing, administration, labour, technical support and call-out costs.

11.15 Where no genuine hardware failure or valid warranty issue has occurred, a call-out charge of at least £250 plus VAT shall be payable for each visit, unless otherwise agreed in writing by the Company.

11.16 For customised, bespoke, special-order, discontinued, end-of-line, imported or out-of-stock Goods, any repair, replacement or warranty turnaround period shall depend on manufacturer response, availability, production, supplier timescales, shipping, customs, courier availability and other factors outside the Company's reasonable control.

11.17 Any CMS licence, software licence, subscription or cloud service supplied with Goods shall be subject to the applicable licence terms, supplier terms or manufacturer terms. Such licences, subscriptions or services are not transferable to other products unless expressly agreed in writing by the Company or permitted by the relevant supplier or manufacturer.

11.18 Any technical support provided by the Company is limited to reasonable support for Goods supplied by the Company. Unless expressly agreed in writing, support does not include content creation, customer training, third-party software, third-party hardware, customer networks, broadband, Wi-Fi, LAN, data cabling, unsupported integrations, customer devices, customer-supplied media players, customer-supplied content or systems supplied by others.

11.19 The Customer shall not attempt, or permit any third party to attempt, any repair, alteration, modification, relocation, reinstallation, dismantling or investigation of the Goods without the Company's prior written approval where doing so may affect any warranty, manufacturer support or claim.

11.20 Any advice, assistance, technical support, inspection, repair, replacement, site visit, discount, credit, goodwill gesture or other assistance provided by the Company shall not constitute an admission of liability, variation of the Contract, waiver of payment, extension of warranty, creation of any additional warranty, or waiver of any rights or remedies.

12. LIMITATION OF LIABILITY

12.1 Subject to clause 12.2, this clause 12 sets out the Company's total liability to the Customer arising out of or in connection with the Contract, whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise.

12.2 Nothing in these Conditions shall limit or exclude the Company's liability for:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation;

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

12.2.4 any liability which cannot lawfully be limited or excluded; or

12.2.5 where the Customer is dealing as a consumer, any rights or remedies which cannot lawfully be limited or excluded.

12.3 Subject to clause 12.2, and except as expressly stated in these Conditions, all warranties, conditions, terms and obligations implied by statute, common law, custom, trade usage or otherwise are excluded to the fullest extent permitted by law.

12.4 Subject to clause 12.2, the Company shall not be liable to the Customer for any:

12.4.1 loss of profit;

12.4.2 loss of sales or revenue;

12.4.3 loss of business;

12.4.4 loss of business opportunity;

12.4.5 loss of goodwill or reputation;

12.4.6 loss of anticipated savings;

12.4.7 loss, corruption or recovery of data, files, software or content;

12.4.8 business interruption, downtime or loss of use;

12.4.9 third-party charges, penalties, claims or losses;

12.4.10 removal, reinstallation, access, lifting, making good, electrical, data, building, decoration or other consequential site costs, except where expressly included in the Quotation; or

12.4.11 indirect, special or consequential loss or damage, whether or not the Company was aware that such loss might arise.

12.5 Subject to clause 12.2, the Company's total aggregate liability arising out of or in connection with the Contract shall not exceed the price paid or payable by the Customer for the specific Goods giving rise to the claim.

12.6 Where a claim relates only to part of the Goods, the Company's liability shall be limited to the proportion of the price paid or payable for that part of the Goods.

12.7 Subject to clause 12.2, the Company shall not be liable for any defect, delay, failure, loss, damage, cost or expense caused or contributed to by:

12.7.1 the Customer's act, omission, instruction, delay, breach or failure to provide accurate or complete information;

12.7.2 any third party, contractor, installer, supplier, manufacturer, courier, landlord, utility provider, network provider or other person not under the Company's direct control;

12.7.3 site conditions, access restrictions, unsuitable structures, unsuitable electrical supply, unsuitable data provision, planning issues, landlord issues or other matters outside the Company's reasonable control;

12.7.4 artwork, content, drawings, designs, specifications, dimensions, files, approvals or instructions supplied or approved by the Customer; or

12.7.5 the Customer's use, misuse, installation, alteration, repair, relocation, storage, handling or maintenance of the Goods.

12.8 The remedies set out in clauses 7, 8 and 11 shall, subject to clause 12.2, be the Customer's sole remedies for rejection, return, repair, replacement, refund, warranty claim or alleged defect in the Goods.

12.9 The Customer shall notify the Company in writing of any claim, or any circumstances which may give rise to a claim, as soon as reasonably possible after becoming aware of it and shall provide reasonable details and supporting evidence. Failure to give prompt notice may reduce or exclude the Company's liability to the extent the Company has been prejudiced by the delay.

12.10 Subject to clause 12.2, the Customer shall notify the Company in writing of any claim, or any circumstances which may give rise to a claim, within three (3) months of the date on which the Customer became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim, except where a shorter notification period applies under these Conditions or the applicable manufacturer's warranty process.

Failure to give notice within that period may reduce or exclude the Company's liability to the extent the Company has been prejudiced by the delay.

12.11 The limitations and exclusions in this clause 12 are separate and independent. If any limitation or exclusion is found to be invalid, unlawful or unenforceable, the remaining limitations and exclusions shall continue to apply.

13. INSTALLATION

13.1 Installation shall include only the works expressly stated in the Quotation. Unless expressly agreed in writing by the Company, installation does not include electrical works, final electrical connection, data cabling, network configuration, broadband or Wi-Fi setup, content setup, media player setup, CMS setup, structural works, making good, decoration, builder's work, landlord works, planning applications, access equipment, lifting equipment, traffic management, parking permits, out-of-hours work or third-party system setup.

13.2 The Customer shall be responsible for obtaining all approvals, permissions, licences, landlord consents, planning permissions, building control approvals, structural approvals and other consents required for the installation and use of the Goods, unless expressly agreed otherwise in writing by the Company.

13.3 Where the Company agrees to assist with or submit any planning application, consent application or approval request, the Customer shall pay the Company's charges and all associated costs whether or not the application or request is successful. The Company does not guarantee that any permission, consent or approval will be granted.

13.4 If the Customer requests or permits the Company to commence work before any required approval, permission, consent or licence has been obtained, the Customer shall be responsible for all consequences, costs, losses, claims, demands or expenses arising from that decision, including where approval is later refused, delayed, challenged or granted subject to conditions.

13.5 The Customer shall ensure that the installation site is safe, accessible, structurally suitable, clear, clean, dry and ready for installation before the Company attends site. The Customer shall ensure that any surfaces, walls, floors, ceilings, structures, fixings and supporting areas are suitable to accept the Goods.

13.6 The Customer shall provide the Company with all relevant site information at least seven (7) days before the agreed installation date, including without limitation dimensions, access restrictions, parking restrictions, site rules, induction requirements, asbestos information, structural information, electrical information, data information, hidden services, cable routes, pipework, landlord requirements and any special tools, fixings, access equipment or working methods required.

13.7 The Customer shall ensure that the site is clear of personnel, customers, contractors, tools, equipment, stock, furniture, vehicles and any other obstruction which may prevent or delay safe installation. Any delay, obstruction, unsafe condition, missing information, lack of access, lack of facilities or site not being ready may result in additional charges.

13.8 The Customer shall ensure that adequate lighting, power, welfare facilities, water, washing facilities, toilet facilities and secure storage for tools and materials are available throughout the installation period.

13.9 The Company shall not be responsible for any delay, failure, damage, cost or additional work caused by inaccurate or incomplete site information, unsuitable site conditions, unsuitable structures, hidden services, lack of access, lack of facilities, third-party delays, customer delays, landlord restrictions, other contractors, or any matter outside the Company's reasonable control.

13.10 If the Company is unable to start or complete installation on the agreed date due to any act, omission, delay or failure of the Customer, the Customer's agents, landlord, contractors or other third parties, the Customer shall pay the Company for the installation visit and all additional costs incurred. Any further attendance, waiting time, return visit, rebooking, storage, delivery, labour, access equipment or additional work shall be charged in addition to the original Quotation.

13.11 If the Customer cancels, postpones or rearranges an installation with less than seventy-two (72) hours' notice, the Company may charge the Customer for the full installation price and any additional costs incurred.

13.12 Unless expressly agreed otherwise in writing, the Company will carry out installation during normal working hours, Monday to Friday, 9.00am to 5.30pm, excluding public holidays. Any work outside these hours, or any installation time exceeding eight (8) hours on site including legally required breaks, may be charged in addition to the original Quotation.

13.13 The Company shall not be liable for damage to property, surfaces, structures, fixtures, fittings, hidden services, cables, pipes or surrounding areas except to the extent caused by the Company's negligence. The Customer shall be responsible for any making good, repair, decoration or reinstatement unless expressly included in the Quotation or required by law.

13.14 The Customer shall indemnify the Company against all losses, claims, demands, costs and expenses arising from the Customer's failure to comply with this clause 13, including any unsafe site, unsuitable structure, missing consent, inaccurate information, hidden service, lack of access, third-party delay or site not being ready.

13.15 Any work requested or required outside the installation scope expressly stated in the Quotation shall be chargeable unless the Company expressly agrees otherwise in writing.

14. HEALTH & SAFETY

14.1 The Customer shall be responsible for ensuring that any premises, site or location where the Company, its employees, agents, subcontractors or representatives are required to attend is safe, suitable and compliant with all applicable health, safety, welfare, access and site rules.

14.2 The Customer shall provide the Company with all relevant health and safety information before attendance, including without limitation site rules, induction requirements, risk information, asbestos information, fire procedures, access restrictions, parking arrangements, working-at-height requirements, lone-working restrictions, permit requirements and details of any hazards or risks known to the Customer.

14.3 The Customer shall ensure that the site is clear, accessible and safe for the Company to carry out its work, and that all other contractors, staff, customers, visitors and third parties are managed so as not to delay, obstruct or endanger the Company's work.

14.4 The Company may refuse to attend, suspend work, leave site or charge additional costs if, in the Company's reasonable opinion, the site is unsafe, unsuitable, inaccessible, not ready, or if the Customer has failed to provide required health and safety information, facilities, access or cooperation.

14.5 The Customer shall be responsible for ensuring that the Goods are used, installed, operated, maintained, tested and inspected safely and in accordance with all applicable laws, regulations, manufacturer instructions, Company instructions and site requirements.

14.6 Nothing in these Conditions shall limit or exclude any liability which cannot lawfully be limited or excluded, including any liability arising under applicable health and safety or product liability law.

14.7 The Customer shall indemnify the Company against all losses, claims, demands, costs and expenses arising from the Customer's failure to comply with this clause 14, except to the extent caused by the Company's negligence or breach of law.

15. ASSIGNMENT

15.1 The Customer shall not assign, transfer, charge, subcontract, delegate or deal in any other manner with any of its rights or obligations under the Contract without the Company's prior written consent.

15.2 The Company may assign, transfer, charge or otherwise deal with any of its rights or benefits under the Contract, and may subcontract or delegate any of its obligations under the Contract, including without limitation to any successor business, supplier, subcontractor, manufacturer, finance provider, debt recovery agent or professional adviser.

16. EXPORT

16.1 These Conditions shall apply to all export sales and all sales involving delivery, shipment or use of Goods outside the United Kingdom, except to the extent expressly varied in writing by the Company.

16.2 The Customer shall be responsible for complying with all applicable import, export, customs, sanctions, licensing, tax, duty, tariff, documentation, end-user and local regulatory requirements relating to the Goods, except to the extent expressly agreed otherwise in writing by the Company.

16.3 The Customer shall be responsible for all carriage, freight, insurance, customs clearance, import duties, export duties, taxes, tariffs, bank charges, storage charges, inspection charges, licence costs and any other costs or charges arising from the export, import, delivery or use of the Goods outside the United Kingdom, except to the extent expressly included in the Quotation.

16.4 The Company shall not be liable for any delay, refusal, seizure, detention, fine, penalty, additional cost, loss or failure arising from customs, export controls, sanctions, import restrictions, licensing requirements, missing documentation, incorrect information supplied by the Customer, or any decision of a government, customs authority, regulator, carrier or other third party.

16.5 The Company may refuse, suspend or cancel any Order, delivery or performance where the Company reasonably considers that export, import, sanctions, customs or licensing requirements may apply, may be breached, or may expose the Company to regulatory, legal, financial or reputational risk.

16.6 The Customer shall not export, re-export, transfer, resell, supply, install or use the Goods in breach of any applicable export control, sanctions, customs, end-user or local laws and regulations.

16.7 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

17. TERMINATION OF CONTRACT

17.1 Without limiting any other rights or remedies, the Company may terminate the Contract, suspend performance, withhold delivery, withhold installation, stop work or require payment in cleared funds before continuing if:

17.1.1 the Customer fails to pay any sum due to the Company by the due date;

17.1.2 the Customer commits a material breach of the Contract and, where the breach is capable of remedy, fails to remedy it within seven (7) days of being required in writing to do so;

17.1.3 the Customer fails to provide information, approvals, artwork, site access, payment, instructions or cooperation required for the Company to perform the Contract;

17.1.4 the Customer's credit standing deteriorates or the Company reasonably considers that the Customer may be unable or unwilling to pay sums due;

17.1.5 the Customer suspends, threatens to suspend, ceases or threatens to cease carrying on all or a substantial part of its business;

17.1.6 the Customer becomes subject to any insolvency, administration, liquidation, bankruptcy, winding-up, voluntary arrangement, moratorium, restructuring, receivership or similar process, or the Company reasonably considers that any such event is likely to occur, subject always to any restrictions which apply by law; or

17.1.7 any event occurs which, in the Company's reasonable opinion, materially affects the Customer's ability to perform its obligations under the Contract.

17.2 If the Contract is terminated for any reason, the Customer shall immediately pay to the Company all outstanding invoices and all sums due for Goods supplied, work carried out, Supplier Costs incurred, materials ordered, services performed, designs created, administration costs, delivery costs, cancellation costs, storage costs, restocking costs and any other costs or losses incurred by the Company up to and including the date of termination.

17.3 If the Contract is terminated before all Goods have been supplied or all work has been completed, the Company may invoice the Customer for any Goods supplied, work carried out, materials ordered, Supplier Costs incurred, services performed, designs created and other costs or losses incurred by the Company in connection with the Contract.

17.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of either party which have accrued before termination or expiry, including any right to claim damages for breach of the Contract.

17.5 Any clauses which expressly or by implication are intended to continue after termination shall continue in force, including without limitation clauses relating to payment, title, intellectual property, confidentiality, warranty exclusions, limitation of liability, indemnities, dispute resolution and governing law.

17.6 Where the Customer's premises are destroyed or substantially damaged by fire, flood or another event outside the Customer's reasonable control, the Customer may request termination of the Contract in writing. If the Company agrees to terminate the Contract, the Customer shall pay all sums due to the Company and all costs, losses and expenses incurred by the Company as a result of the Contract and its termination.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or in connection with the Contract, including any question about its performance, validity, existence or enforceability, the Parties shall follow the procedure set out in this clause 18.

18.2 Either Party may give written notice of the dispute to the other Party, setting out the nature of the dispute, the amount disputed if applicable, full particulars and relevant supporting documentation.

18.3 The Parties shall attempt in good faith to resolve the dispute promptly following service of a dispute notice.

18.4 Where the dispute relates to an invoice, payment or amount due, the Customer shall not be entitled to withhold payment of any undisputed amount. Any undisputed sums shall remain due and payable in accordance with these Conditions.

18.5 If the Parties are unable to resolve the dispute within twenty (20) Working Days of service of the dispute notice, either Party may refer the dispute to mediation. Unless otherwise agreed in writing, any mediation shall be conducted in accordance with the CEDR Model Mediation Procedure, and the mediator shall be nominated by CEDR if the Parties cannot agree on a mediator.

18.6 Nothing in this clause 18 shall prevent the Company from taking action to recover undisputed overdue sums, seeking urgent injunctive or protective relief, or taking any step required to preserve its rights, including issuing proceedings where necessary to avoid expiry of any limitation period.

18.7 Subject to clause 18.6, neither Party shall commence court proceedings in relation to a dispute until twenty (20) Working Days after a mediator has been appointed, unless the other Party refuses to mediate, fails to engage with the dispute resolution process, or urgent action is reasonably required.

19. FORCE MAJEURE

19.1 The Company shall not be liable for any delay, failure or inability to perform any obligation under the Contract where such delay, failure or inability is caused by events, circumstances or causes beyond the Company's reasonable control.

19.2 Events beyond the Company's reasonable control include, without limitation, acts of God, fire, flood, storm, adverse weather, earthquake, epidemic, pandemic, war, terrorism, civil unrest, industrial dispute, strikes, lockouts, transport disruption, supplier delay, manufacturer delay, shortage of materials or components, power failure, internet or communications failure, cyber incident, breakdown of plant or machinery, import or export restriction, customs delay, sanctions, government action, legal restriction or any other event outside the Company's reasonable control.

19.3 If a force majeure event occurs, the Company may suspend performance, extend any delivery, production or installation timescale, cancel or delay delivery, source alternative goods or materials where reasonably practicable, or terminate the Contract without liability for any loss or damage arising from the delay, suspension, cancellation or termination.

19.4 The Company shall notify the Customer where reasonably practicable if a force majeure event materially affects performance of the Contract.

19.5 The Customer shall remain liable to pay the Company for any Goods supplied, work carried out, Supplier Costs incurred, materials ordered, services performed, designs created and other costs or losses incurred by the Company before or during the force majeure event.

20. GOVERNING LAW & JURISDICTION

20.1 The Contract, these Conditions, and any dispute or claim arising out of or in connection with them, including any non-contractual dispute or claim, shall be governed by and construed in accordance with the law of England and Wales.

20.2 Subject to any rights which cannot be excluded by law, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, these Conditions, their subject matter or formation, including any non-contractual dispute or claim.

21. MISCELLANEOUS

21.1 If any provision or part-provision of these Conditions or 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 or deletion shall not affect the validity and enforceability of the rest of these Conditions or the Contract.

21.2 Time shall be of the essence for all payment obligations of the Customer and for any other Customer obligation where these Conditions, the Contract or the Company expressly state that time is of the essence.

21.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company, whether under the Contract, at law or otherwise.

21.4 Any failure or delay by the Company to exercise or enforce any right or remedy shall not constitute a waiver of that or any other right or remedy. Any waiver by the Company shall be effective only if given in writing and shall apply only to the specific matter expressly waived.

21.5 No person other than the Company and the Customer shall have any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999, unless expressly agreed in writing by the Company.

21.6 Any provision of these Conditions or the Contract which expressly or by implication is intended to continue after completion, expiry or termination shall remain in full force and effect.