

# TERMS & CONDITIONS

## Definition

In these conditions "the company" means the Company issuing the Quotation or Acceptance of Order or otherwise assuming the obligations of seller under any contract to which these Conditions are applied.

## Payment

All prices quoted and invoiced by the company are strictly net.

Non-account customers payment on a Pro-forma basis. All card payments incur a 2% administration charge. If you have an approved credit account, payment is due no later than the end of the month after the month of our invoice unless otherwise agreed in writing. If you fail to pay us in full on the due date we may cancel any discount offered to you. If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of these at any time without notice. If you do not comply punctually with these terms of payment, we reserve the right without notice to suspend further deliveries until all arrears have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.

## Delivery

- The company will use its best endeavours to comply with any delivery date or period agreed with the customer but shall be under no liability for any delay in delivery caused or contributed to by any fire, accident break down, industrial dispute, difficulty in obtaining materials, war, force majeure or any other occurrence or circumstances whatsoever beyond the control of the Company.
- Any quoted or agreed delivery shall run from the date on which the Company accepts the customer's order.
- If as a result of any occurrence mentioned in 1 above, the Company shall be hindered or prevented from delivering all or any part of an order, it may by written notice to the customer, cancel the order or the undelivered balance thereof without any liability to the customer in respect of such cancellation.
- Any delay in delivery of goods which is excusable under this condition shall be excused notwithstanding that goods of the same description may be available from another source for purchase by the Company for supply to the customer.

## Quotation/Prices

1. The Company shall be entitled to withdraw any quotation at any time prior to the Company's Acceptance of an order. All prices displayed/advertised/quoted are exclusive of VAT, delivery & installation unless otherwise stated. VAT, delivery & installation quotes & charges will be added at point of purchase.

## Quality/Performance

All conditions and warranties, expressed or implied, as to the quality of any goods sold or their fitness for any particular purpose or their performance capability or otherwise and whether arising by law, custom or any course of dealing are hereby excluded and the company shall be under no liability whatsoever in respect of any loss, damage, liability or expense suffered or incurred by the customer as a result of or in connection with the sale or supply of any goods or the performance of any service by the Company, even if suffered or incurred in consequence of the negligence of the Company or its servants agents or subcontractors.

## Damages

The Company's liability if any (whether in contract or in tort and including any liability involving negligence) shall in no circumstances exceed the price actually received by the company for the goods or services in relation to which such liability shall have arisen provided as follows:

- In the case of goods which are defective or at variance with specification, the Company may at its option discharge such liability by repairing or replacing the goods free of charge.
- The Company shall before replacing any goods, under 1, be entitled to the return of the goods which shall there upon become the property of the Company.
- The Company shall not in any circumstances be liable for incidental or consequential loss or damage.
- The Company shall be discharged from all liability in respect of goods which are defective or at variance with specification, unless written notice (by recorded delivery) of the defect or variance from specification shall be given to the Company within 7 days after delivery of the goods to the customer.

## Lien

The Company shall (without prejudice to any other remedy available to it) have in respect of all unpaid debts due from the customer and general lien on all goods or property of the customer in the possession of the Company for whatever purpose and whether worked upon or not and shall be entitled on the expiration of not less than 14 days notice in writing to the customer to dispose of such goods or property

as the Company shall think fit as to apply the proceeds of such disposal in or towards the satisfaction of such debts.

## Setoff

The company may at any time without notice to the customer set off any liability of the customer to the Company against any liability of the Company to the customer whether the liability of the customer or the Company shall be actual or contingent primary or collateral or joint or several and whether expressed as a liability to pay money or a liability to deliver goods or services.

## Suspension/cancellation

- Without prejudice to any other available remedy, the Company may if the customer is in default in making any payment due to the Company (whether under the same contract or otherwise), suspend further transfer of delivery of goods or performance of services so long as such default continues or, at its option, cancel any outstanding order or the undelivered balance thereof, without any liability to the customer in respect of such suspension or cancellation. Payments for such loss, damage, liability or expense shall be due within 48 hours of the date of invoice for same.
- The customer shall not be entitled to cancel any order placed with the company or to require the Company to suspend or defer any delivery to the customer under any such order except with the written consent of the Company and upon such conditions that the Company shall to such consent.

## No assignment

No contract entered into by the customer with the Company and no liability of the Company to deliver goods or services to the customer shall be assigned by the customer without the written consent of the Company which the Company may give or withhold in its absolute discretion.

## Property/risk/transit

- All goods sold by the Company shall remain the property of the Company until the payment of the price in full.
- The goods shall be the sole risk of the customer from the time at which they are delivered to the customer or carrier, at the agreed place of delivery (whether carriage is arranged or paid for by the Company or by the customer). Unless otherwise agreed in writing, the agreed place of delivery shall be deemed to be the premises of the Company.
- The Company shall not in any circumstances be liable for loss or damage to goods in transit to the customer unless:
  - Any damage or shortage is reported in writing to the Company and the carrier within 3 days after delivery.
  - In the case of total loss, the customer gives written notice to the Company of the non-arrival of the goods within a reasonable period (not exceeding 3 days) after receipt of the Company's invoice.
- Goods sold by the Company and returned by the customer to the Company, shall be the sole risk of the customer until such goods shall have come into custody of the Company at the premises of the Company where (having regard to the nature of the goods and the reason for their return) the goods will be unpacked and or inspected. This paragraph shall apply not withstanding that the goods shall come into the possession or custody of the Company at some earlier time, whether by collection or otherwise.

- Credit or refunds for goods ordered in excess of requirements may only be returned to the seller under the following conditions:
  - The intention to return the goods is notified to the seller within 10 working days from receipt of goods by the buyer.
  - The goods are returned to our office address at the buyer's expense.
  - All goods should be returned in the original packaging to avoid damage.
  - That the goods are in a re-saleable condition, which will be determined on receipt of goods at our office.
  - That the goods are standard stocked items, goods classified as "specials" i.e bespoke items will not be subject to a refund or credit.
  - All goods will be subject to a handling and re-stocking charge of 25% of the original invoice value before discount and excluding carriage, installation and VAT.

## Tools

Unless otherwise agreed by the Company in writing, all tools, dies, patterns, designs and other items made or supplied by the company for the execution of the customers orders shall remain the property of the Company not withstanding any charge made to the customer in respect thereof.

## Patents

To the best of the Company's knowledge goods sold to the customer will not infringe any patent, trademark, registered design or copyright of any third party but the Company shall in no circumstances be liable to the customer in respect of such infringement.

## General

Unless otherwise agreed in writing, goods and services are sold to manufacturing tolerances customarily accepted in the trade. Proper law unless otherwise agreed in writing, English Law shall govern any contact between the Company and the customer.

## Warranty cover

The warranty covers any defects in material or workmanship under normal use during the Warranty Period or if the product is received damaged. During this period (12 months from date of customer acquisition), Mid West Displays Ltd will repair or replace products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

## Not Covered

This Limited Warranty does not cover any problem that is caused by:

Conditions, malfunctions or damage not resulting from defects in material or workmanship.

Conditions, malfunctions or damage resulting from negligence, improper maintenance or unauthorised modification.

Conditions, malfunctions or damage resulting from overloading in the case of the transformers. Do not exceed 80% of the transformer's capacity.

Damaged or destroyed by natural causes including but not limited to lightning, flood or other natural disaster, Theft or loss of the product.

## Action the warranty

To obtain warranty service, you must first contact us on 01743 465531 to determine the problem and the most appropriate solution for you. We will aim to action your claim within 48 hours (business hours) of receiving it. You might also be required to send photos of the issue.

If and when possible, the goods, will need to be in their original packaging (including any accessories or documents that were shipped with the item), appropriately and securely boxed to avoid any further damage. The box/parcel should clearly show Mid West Displays Ltd.'s address, please specify a contact name.

## Site Visits

You the client may request a site visit. We offer this service for the sole purpose of accurate quoting. This is not a survey and is not a structural suitability survey. While every effort is made to ensure the suitability of our products into your premises Mid West Displays are not liable if it is discovered by an installer/fitter that the structure is unsuitable for the product type or location.

## Drawings/Mockups/Designs

You the client may request a mockup of the displays you plan to purchase. This service may be chargeable for complex designs or for multiple design revisions. Mockups are an artistic impression for illustration purposes only intended to aid in accurate quoting and to provide you the customer with an idea of how your display will look. If at the time of install there is found to be a structural reason that result in the mockup not being matched Mid West Displays are not liable for this change.

## Installation

If Mid West Displays are providing the installation service for your displays the signed documents must be return 48 hours prior to the installation date, failure to do so will result in the installation being cancelled and rescheduled for the next available date.

## If we do not install

If the products are not installed by Mid West Displays the installer must follow our guidelines. Available on request. LED Light Frames must be fitted at least 300mm back from glass.

## Product Suitability

All Mid West Displays products are quality tested and passed. However some situations can have an effect on the materials used within the manufacture process. All customers are responsible for disclosing information about the premises where the products will be located in order to establish suitability. This includes, but may not be limited to, disclosing the following information:

Will the product be located in a window that is single pane? Is the window south face or believed to be a particularly hot window?

Will the product be located directly above a radiator?

Base on this information Mid West Displays will supply the most suitable product design.

Failure to disclose such information that results in a product failure will not be covered by the warranty.