

Trading Address

Company _____ Address _____
Telephone _____
Accounts Email _____
Admin Email _____ County _____ Postcode _____

Additional Addresses - If different from trading address

Registered Office _____ Invoice Address _____

County _____ Postcode _____ County _____ Postcode _____

Company Details

Company Reg No _____ Vat Reg No _____ Date of Financial Year End _____
Legal Status if not a Limited Company _____
Is your Company part of a Group _____ If Yes, Please state _____
How long has your Company been established _____

Bank Details

Name _____ Address _____
Sort Code _____
Account No _____
Account Name _____ County _____ Postcode _____

Trade References

Name _____ Name _____
Address _____ Address _____

County _____ Postcode _____ County _____ Postcode _____
Email _____ Telephone _____ Email _____ Telephone _____

Sales Support

We can also provide you with the following support tools If you'd like to receive more information please tick the relevant box(es):

E-commerce Website Trade Shop Spinners Promotional PDFs Site Survey Support Sales Training

Agreement

We / I wish to apply for a credit account. We / I have read and accept your terms and conditions of sale which are attached.

Signed _____ Date _____
Name _____ Position in Company _____

1. Interpretation

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

"Business Day" means a day other than a Saturday, Sunday or public holiday in the United Kingdom when banks in London are open for business;

"Commencement Date" has the meaning set out in clause 2.2;

"Company" means Caledonia Signs Limited, registered in Scotland with company number SC163223 and having its registered office at Unit 3 Waverley Road, Mitchelston Industrial Estate, Kirkcaldy, Fife, KY1 3HN;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 22;

"Contract" means the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions;

"Copy" means any artwork and other relevant materials, including any relevant plans, paper, plates, drawings, designs or specifications that are submitted and/or specified by the Customer to the Company for the production of the Goods;

"Credit Application Form" means the credit application form issued by the Company to the Customer;

"Customer" means any person, firm, corporation or other body of persons contracting with the Company for the supply of Goods and/or Services by the Company;

"Force Majeure Event" has the meaning given to it in clause 16.1;

"Goods" means safety signs and related products;

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

"Order" the Customer's order for the supply of Goods and/or Services;

"Services" means the provision of any of the Service Materials;

"Service Materials" means marketing support packages and other promotional materials, including branded catalogues, branded e-commerce websites, other branded sales support and the provision of digital catalogue images; and

"Work(s)" means all work and activities of whatever nature carried out or performed by the Company in order to produce the Goods.

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

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assignees;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes.

2. Applicability of Conditions

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Company issues the Credit Application Form, together with these Conditions, to the Customer at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 No quotation given by the Company constitutes an offer and any quotation may be withdrawn or revised at any time prior to acceptance by the Company of the Order.

2.5 No waiver, alteration, or modification to any of the provisions of these Conditions shall have any effect or be binding upon the Company unless the same be in writing and signed by an authorised representative of the Company.

2.6 The Company shall be the Customer's primary supplier of the Goods.

3. Price

3.1 Prices quoted by the Company for the supply of the Goods and/or Services are subject to variation (unless otherwise agreed in writing by an authorised representative of the Company) and may be increased prior to delivery of the Goods and/or Services to take account of increases in costs incurred by the Company in the supply of the Services and/or the Goods that is due to (including without limitation) the cost of any materials, carriage, labour, overheads, the imposition of any tax, duty or other levy, or as a result of interruption or alteration of Works by reason of the Customer's instructions or lack of instructions, all of which shall be treated as an additional part of the price.

3.2 Prices, unless otherwise expressly stated in writing, are exclusive of VAT and any other duties and taxes chargeable from time to time in respect of the supply of the Goods and/or Services.

3.3 Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Goods within 30 days of the date of the VAT invoice, in full and in cleared funds to a bank account nominated in writing by the Company.

4. Copy & Preliminary Work

4.1 All Work carried out by the Company in relation to Copy, whether experimentally or otherwise at the Customer's request, shall be charged at the Company's stated prices. A charge may be made by the Company to cover the costs and expenses of any additional Work carried out by the Company as a consequence of the Customer's failure to provide Copy which is clear and legible.

4.2 The Company may reject Copy supplied or specified by the Customer which is or appears to be unsuitable. The Company may charge the Customer an additional amount in respect of any costs and expenses incurred by the Company as a result of Copy being found to be unsuitable during the production of the Goods.

4.3 Where Copy is supplied or specified by the Customer, the Company shall use its reasonable endeavours to secure the best results in respect of the Goods so produced.

4.4 Notwithstanding clause 4.3, the Company shall have no liability in respect of imperfect Goods caused by defects in or unsuitability of Copy supplied or specified by the Customer.

4.5 The Company reserves the right to amend Copy if required by any applicable statutory or regulatory requirements.

4.6 The Company shall not be required to produce Goods based on Copy which, in its opinion, is or may be of an illegal, defamatory or libellous nature or an infringement of the Intellectual Property Rights of any third party.

4.7 To the extent that the Goods are to be produced in accordance with Copy supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for using Copy which is or may be of an illegal, defamatory or libellous nature or for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Company's use of Copy. This clause 4.7 shall survive termination of the Contract.

5. Proofs

5.1 Proofs of all Goods may be submitted by the Company for the Customer's approval and the Company shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Alterations and additional proofs necessitated thereby shall be subject to additional charges imposed by the Company in its sole discretion. When style, type or layout of the Goods is left to the Company's judgment, changes therefrom made or requested by the Customer shall be subject to additional charges imposed by the Company in its sole discretion.

6. Variations in quantity

6.1 As regards print work, every endeavour will be made by the Company to deliver the correct quantity of Goods as set out in the Order. However, estimates are conditional upon an allowance of five (5) per cent for overs and unders. For the avoidance of doubt, the Customer shall not be entitled to reject the Goods if the quantity of Goods delivered by the Company falls within the foregoing allowance.

7. Delivery

7.1 The Company shall deliver the Goods to the Customer's premises unless otherwise agreed by the parties. For the avoidance of doubt, the Company may use a carrier to deliver the Goods to the Customer.

7.2 The Customer shall provide all necessary loading and unloading facilities for delivery of the Goods and nothing shall oblige the Company to load or unload the Goods at the place of delivery or elsewhere.

7.3 Delivery of the Goods shall be completed on the Goods' arrival at the Customer's premises or such other place as may be agreed between the parties in advance of delivery of the Goods.

7.4 Any dates quoted for delivery of the Goods and/or performance of the Services are approximate only, and the time of delivery or of performance is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7.5 If the Company fails to deliver the Goods and/or perform the Services, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods and/or services of similar description and quality in the cheapest market available, less the price of the Goods or the Services (as the case may be). The Company shall have no liability for any failure to deliver the Goods and/or perform the Services to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods and/or the Services.

7.6 In the event that the Customer does not accept delivery of the Goods on the due date (or such other time as the Goods are delivered), then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods, the Company shall be entitled to charge the Customer for all related costs and expenses (including insurance) for storage of the Goods until such time as delivery takes place.

8. Customer's Obligations

8.1 The Customer must:-

(a) notify the Company in writing, within two Business Days of delivery, of any shortage or excess of Goods or any damage to the Goods or in the event of non-delivery;

(b) afford the Company or its agents reasonable opportunity to verify any shortage or excess of Goods and/or inspect any damaged Goods as delivered;

(c) ensure that the terms of the Order and any Copy are complete and accurate;

(d) co-operate with the Company in all matters relating to the Services;

(e) provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and

(f) provide all necessary loading and unloading facilities at its premises for delivery of the Goods.

8.2 Nothing shall oblige the Company to load or unload Goods at the Customer's premises or such other place of delivery.

9. Payment

9.1 Except as otherwise expressly agreed in writing between the Company and the Customer, payment for the supply of the Goods and/or Services is due to the Company (and shall be made in Sterling) on or before the last Business Day of the month following the month during which the Company's invoice was dated, and time for payment shall be of the essence of the Contract.

9.2 All costs and expenses incurred by the Company in recovering overdue debts from the Customer including, without limitation, legal fees and expenses, will be payable by the Customer. The Customer shall pay such costs and expenses together with the overdue amount.

9.3 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.4 If the Company takes any steps to recover overdue amounts from the Customer, the Customer shall return to the Company all of the Service Materials and shall otherwise cease to use or apply the Service Materials. In addition, the Company shall, in particular, be entitled to remove and withdraw any branded e-commerce websites and all related services or facilities provided by the Company to the Customer, without any liability arising on the part of the Company to the Customer.

10. Retention

10.1 Ownership of the Goods shall not pass to the Customer until the Company receives payment in full for the Goods.

10.2 Until ownership of the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;

(d) notify the Company immediately if it becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m); and

(e) give the Company such information relating to the Goods as the Company may require from time to time.

10.3 The Customer shall be entitled to sell the Goods in the ordinary course of business on the basis that, to the extent permitted by law, the proceeds of sale shall be the property of the Company.

10.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m), then, without limiting any other right or remedy the Company may have:

(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Company may at any time:

(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

11. Risk

11.1 The risk in the Goods shall pass to the Customer on completion of delivery.

12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.

12.2 All Service Materials are the exclusive property of the Company.

12.3 Where the Company has agreed to provide the Customer with digital catalogue images from the Company's current safety sign catalogue, the Customer agrees and undertakes that it shall not reproduce, copy, store or manipulate (in any form) these images, including (without limitation) by using any image as part of another photographic concept or illustration, without the prior written consent of the Company.

13. Confidentiality

13.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 13 shall survive termination of the Contract.

14. Limitation of Liability

The Customer's attention is particularly drawn to this clause.

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

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987.

14.2 Subject to clause 14.1:

(a) the Company shall under no circumstances whatever be liable to the Customer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the invoice value of the Goods and/or Services.

14.3 This clause 14 shall survive termination of the Contract.

15. Termination

15.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

(b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(e) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer (being a company);

(h) the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

(j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1(b) to clause 15.1(i) (inclusive);

(k) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

(l) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

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

15.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

15.3 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 15.1(b) to clause 15.1(m), or the Company reasonably believes that the Customer is about to become subject to any of them.

15.4 On termination of the Contract for any reason (including, without limitation, where the Customer ceases to purchase Goods and/or Services from the Company):

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return to the Company all of the Service Materials and shall otherwise cease to use or apply the Service Materials. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the Company shall, in particular, be entitled to remove and withdraw any branded e-commerce websites and all related services or facilities provided by the Company to the Customer, without any liability arising on the part of the Company to the Customer;

(d) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. Force Majeure

16.1 The Company shall not be liable to the Customer if it is unable to carry out any of its obligations under the Contract for any reason beyond its control including (without limitation) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike, any other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of its obligations under the Contract ("Force Majeure Event").

16.2 If a Force Majeure Event prevents the Company from providing any of the Services and/or Goods for more than four weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

17. Set-Off

17.1 The Company reserves the right to deduct from monies due or becoming due from the Company to the Customer, monies due from the Customer to the Company.

18. Assignment and other dealings

18.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

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

19. Invalidity

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. No partnership or agency

20.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21. Notices

21.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 21.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

21.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22. Variation

22.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company and the Customer.

23. Governing Law

23.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

24. Jurisdiction

24.1 Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).