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<p>Terms &amp; Conditions of Sale</p>		<p>July 2009</p>

1. Unless otherwise stated in writing by ourselves orders are only accepted on the following terms and conditions. Where these terms and conditions are contrary to any stipulations of the buyer's terms and conditions the following are deemed to have been accepted by the buyer and take precedence.

2. All prices are ex our works and subject to reasonable additional charge for packing and carriage. Prices are subject to the addition of Value Added Tax (where applicable) at the rate ruling at date of supply. We reserve the right to amend prices without prior notice to cover any increases in the cost of materials, services or labour or in taxation or duty, which we may incur between confirmation and delivery of the order.

3. Unless credit terms have been agreed in writing payment is to be made in full, without deduction by way of counter claim, at the time of placing the order. By prior agreement, settlement of monthly account is to be made within the first fourteen days of the start of the month following the month our invoice is dated, without deduction by way of counter claim. In the event that we incur any additional costs or expenses in recovering overdue sums we reserve the right to add those costs to the sums due and recover them as part of the debt. We reserve the right to charge interest on overdue amounts at a rate of 3% over the base rate for the time being of National Westminster Bank PLC from the fifteenth day of the month following the month of invoice.

4. Payments of accounts should be made to our office and works at Crown House, 30 Commerce Road, Brentford TW8 8LE, payable to A.E. Tyler Limited. Our banking details for electronic payments are available via our accounts department.

5. All dimensions quoted are approximate and may vary by up to 3% more or less. When goods are specially made to the buyer's order the buyer must accept and pay for any variation of up to 10% more or less in quantity. All colours, tolerances, materials and the like seen by the buyer in catalogues, descriptions or other samples are deemed to be approximate only and unless otherwise agreed we may make reasonable variations in manufacturing the goods.

6. We shall not be liable for loss arising to the buyer from delay or failure to deliver arising from an act of God, war, civil disturbance, riot, industrial action or dispute, natural calamity, non-availability of materials, controls, restrictions or prohibitions of government or any other competent authority, fire, flood, sabotage, breakdown of plant or machinery, or any other causes beyond our reasonable control.

7. All times for delivery are estimates only and we reserve the right to despatch orders in instalments and recover payment for each instalment delivered as if it were a separate order. In the case of despatch of goods by instalments, the buyer will not be entitled to treat the delivery of faulty goods in any one instalment, or the late delivery of any one instalment, as a repudiation of the whole contract. If on delivery there is a variation in quantity by up to 5% of the numbers ordered, it is agreed that such a variation shall be so slight as to make it unreasonable for the buyer to reject the delivery.

8. **Delivery by Octink and subcontractors.** The delivery of goods by articulated delivery vehicle to the nearest hard road approach at the site, in full loads and in accordance with a delivery program and sequence to be agreed in writing in advance.

9. Installation includes:

9.1 The receiving, placing, lining, levelling and final fixing of our signage by a team of experienced operatives during our normal weekday working hours unless otherwise agreed in writing in advance.

9.2 The necessary fittings (i.e. holding down plates, brackets, nuts, washers bolts, etc) as necessary for the fixing of the signage.

10. All our fixing work at site is carried out in accordance with the CSCS Code of Practice and our operatives' hold this accreditation on their person at all times. Accordingly, it has been assumed that our normal site attendance requirements will be provided without charge or cost to ourselves and as required to permit us continuity of economic working at all times. These attendance facilities are to include the provision and maintenance of the following:

10.1 adequate unobstructed accesses on suitable hard roads up to and including unloading areas for our delivery vehicle;

10.2 provision of suitably equipped Hi-Ab lorry with operator experienced in handling and installation of large units, for the off-loading, hoisting, and placing of all signage directly from the delivery vehicle to their respective final fixed locations;

10.3 appropriate means of safe and direct access for our operatives for the fixing of the components and subsequent final finishing operations;

10.4 removal, and subsequent cutting, refitting, re-laying, cleaning, or replacement of existing paving, tarmac, or other finished surfaces in connection with fixing the units at site if agreed in writing in advance of the installation;

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10.5 supply, erection, and subsequent removal of any temporary barriers, safety signs and equipment etc, including responsibility for obtaining any permits for closure, or re-routing of pedestrian access;

10.6 all suitably prepared bearing areas, foundations, cast-in fittings, drilled or formed holes etc as necessary to provide direct means of adequate vertical support and lateral restraint for each sign unit as laid out in the quotation supplied in advance;

10.7 power for hand tools.

(All items referred to in clause 11 are optional extras available from us. These must be agreed in writing at the point of order.)

**11. Abortive visits.** The buyer undertakes to meet all abortive costs incurred by A.E.Tyler Ltd and its subsidiary companies in the event that the conditions set out in clause 11 above are not met. It remains the buyer's responsibility to ensure that site is both ready and capable of accepting the installation. The costs charged will be scheduled in the agreed installation costs including plant. A copy of this schedule is available at any time on request. A.E.Tyler Ltd and its subsidiary companies reserve the right to amend and update this schedule at our discretion.

12. If the buyer fails to collect or give delivery instructions or take delivery within fourteen days of being notified the goods are ready for collection or dispatch we shall (without prejudice to any other rights or remedies available to us) be entitled (but not bound) to store the goods at any available place at the buyer's expense and such expense to be added to the price of the goods.

13(a) The risk of loss or damage to the goods or caused by the goods passes to the buyer upon delivery to the carrier or leaving our premises (whichever is the sooner) but title in the goods remains vested in us and shall only pass from us to the buyer upon full payment being made by the buyer of all sums due on whatsoever account or grounds to us by the buyer. In the event of the goods being sold by the buyer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the buyer shall be the trustee for us of the proceeds of such sale or to the claim for such proceeds and the buyer shall place such proceeds in a separate account. Nothing herein shall constitute the buyer our agent for the purpose of any sub-sale. (b) The buyer agrees that prior to the payment of all sums due to us on any account we may at anytime enter upon the buyer's premises and remove the goods therefrom and that prior to such payment the buyer shall keep such goods separate and identifiable for this purpose. Once removed we may sell the goods to recover all sums due to us and we will return any balance to the buyer but we may pursue the buyer for any shortfall as if it were a debt. (c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-condition (a) hereof we shall have the ownership of and title to such reasonable proportion of the other products as if they were the goods and accordingly sub-condition (a) and (b) hereof shall so far as appropriate apply to such other products subject to the buyer's right to the surplus of any monies realized by the said goods over sums due to us as provided herein. (d) In the event of the goods, or any products they become commingled with, being attached to any land the buyer acknowledges that they shall not thereby become fixtures and fittings and that they may be removed.

14. We must be informed in writing by the buyer within seven days of the buyer's receipt of our invoice if the goods have not been delivered.

15. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the buyer and us shall entitle us to delay, suspend or cancel any and all deliveries in whole or in part at our option.

**16. NOTE – THIS CLAUSE IS IMPORTANT** These clauses define the buyer's rights in respect of loss or damage caused to the goods. The buyer is advised to read them carefully. (The provisions of this clause do not affect the inalienable statutory rights of a consumer not acting in the course of business.) (a) The buyer shall inspect the goods upon delivery. We will as regards goods manufactured by us make good at our option by repair or replacement any defects therein due solely to defective workmanship or materials which are notified to us in writing in the case of any defect discoverable upon reasonable examination such a notification must be made within two weeks from the date of deliver, and, in the case of any defect not discoverable upon reasonable examination such notification must be made within two weeks from the date such defect is actually discovered and in any event within 12 months of delivery provided that: (i) the aforesaid obligations on our part shall not extend to defects caused by the buyer's or its employees or agents' wilful damage, negligence, incorrect storage, application movement or installation (other than by our servants or agents) or defects caused by fair wear and tear; and (ii) we are given reasonable opportunity following the above notification to examine the relevant goods. (b) We and our subsidiaries will not be liable for any loss or damage to the goods during transit. (c) Save as herein set out and for liability for death or personal injury resulting from negligence, all express or implied conditions representation or warranties as to quality or fitness of the goods or otherwise are expressly excluded. (d) Save for liability for death or personal injury resulting from our negligence, we accept no liability under any claim howsoever arising for any loss over the figure of £500,000 (Five Hundred Thousand Pounds) or such greater figure as is from time to time the limit of liability of our insurers in respect of such claims.

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**17. NOTE – THIS CLAUSE IS IMPORTANT**

**17.1 Non-permanent structures.** The structures we erect are not intended to be permanent constructions. On or prior to delivery we may provide the buyer with an opinion as to the expected durability and longevity of the structure. The buyer acknowledges and agrees that any information we provide may only be used as a guide and that it is the buyer's responsibility to carry out regular inspections to assess the state and condition of the structure and to undertake any necessary repairs. This clause shall not be construed and shall not operate to exclude our liability to make good, repair or replace defective goods in accordance with clause 16(a) above.

**17.2 Maintenance.** Unless otherwise agreed in writing we have no responsibility for inspection and maintenance of installations after delivery.

**17.3 Removal.** Unless otherwise agreed in writing the buyer is responsible for removal of signage installations at its expense. Where we have agreed with the buyer to remove an installation, all 'making good' charges and charges for the removal of debris from structures and/or land will be borne by the buyer.

**18. NOTE – THIS CLAUSE IS IMPORTANT** When weather conditions reach 39 – 45 Beaufort scale 8 these conditions are no longer considered normal and we accept no liability for any damage caused to or by our products. This clause does not operate to restrict our liability for death or personal injury resulting from our negligence.

**19. British Standards.** All structures are constructed to high standards and in accordance with good industry practice. Structures will be erected in accordance with specifications and to standards agreed with the buyer. In general, only permanent structures are erected in accordance with applicable standards published by the British Standards Institution.

**20.** We take no responsibility for the infringement of any patent or copyright or registered design or trade mark of any third party in the execution of buyer's instructions and it is the buyer's entire responsibility to obtain any necessary licenses or permissions and the buyer hereby agrees to indemnify us against all claims, actions, proceedings, costs and losses arising out of such and infringement.

**21.** Orders for the installation and erection of signage are undertaken on the understanding that the buyer has obtained the permission of all relevant persons, bodies and authorities to its installation and erection and has complied with the requirements of the local planning and other interested official departments and the responsibility for obtaining any planning permission and permits is entirely that of the buyer. All charges levied by authorities before, during and/or after installation and erection are to be borne by the buyer. The buyer shall indemnify us from any cost or liability incurred by us as a result of the buyer's failure to comply with the clause.

**22.** Where excavation is required in the ground the responsibility for ensuring that no services such as water, gas, electricity, telephones or pipelines are likely to be interfered with, damaged or obstructed is the responsibility of the buyer as is any interference, damage or obstruction caused thereto by our staff or sub-contractors in the event of the position of such service not being revealed (or being incorrectly revealed) to us and accordingly the buyer hereby agrees to indemnify us in respect of any liability we may incur whatsoever. Likewise where installation is erected on a structure it is the buyer's responsibility to ensure that the structure is of adequate strength and in good condition to bear the additional loads imposed thereon by the installation and fitting. The buyer hereby agrees to indemnify us for any liability we may incur if it is not so.

**23.** We shall, at our option, be entitled by notice to terminate all or any of our contracts with the buyer forthwith and recover all expenses, losses and damage resulting to us including (but without limitations to) loss of profit or other consequential loss if: (a) the buyer has a bankruptcy petition presented against him or a bankruptcy order is made; (b) the buyer makes or seeks to make any compositions or arrangements with his creditors; (c) the buyer makes a proposal to his creditors for a voluntary arrangement or applies for an interim order (within the meaning of Section 286 Insolvency Act 1986); (d) an encumbrancer takes possessions of any of the buyer's assets, or any of the buyer's property is taken in execution or process of law; (e) a petition is presented or an order is made or a resolution is passed for the winding up of the buyer; (f) a petition is presented or an order is made for an administration order to be made in relation to the buyer; (g) the buyer's directors make a proposal for a voluntary arrangement with the buyer's creditors; (h) the buyer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986); (i) a receiver or administrative receiver is appointed over any of the buyer's assets; (j) the buyer fails to make any payment owed to us on the due date; (k) the buyer fails to take delivery of or to collect the goods within fourteen days of being notified by us or our carrier that they are to be delivered or are ready to be collected; or (l) the buyer is in breach of the terms and conditions of any contract with us (including breach of these conditions) and shall fail to remedy the same within twenty-one days of notice specifying the breach and requiring remedy (if the breach shall be remediable).

**24.** Unless otherwise agreed in writing, notices to us must be sent by registered mail to Octink, Crown House, 30 Commerce Road, Brentford TW8 8LE.

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25. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26. This contract is governed by English Law. Any dispute arising out of or in connection with this contract shall be determined by the English Courts.

27. In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

28. These Terms and Conditions of Sale supersede any which have hitherto been operative.

Tel: 020 8232 6800 Octink, Crown House, 30 Commerce Road, Brentford, Middx TW8 8LE ([www.octink.com](http://www.octink.com))