

Panel Graphic Ltd.

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STANDARD TERMS AND CONDITIONS OF SALE
THE PLACING OF AN ORDER IMPLIES ACCEPTANCE OF ALL OUR TERMS

- 1) DEFINITIONS
(in these conditions) "Seller / Company means Panel Graphic Ltd and / or any of its Associated or Subsidiary Companies. "Buyer" means the person who accepts an estimate of the Seller / Company for the sale of the goods or whose order for the goods is accepted by the Seller / Company. "The Customer" means the person firm or company entering into the contract with the company. The "Contract" means the contract between the Company / Seller and the customer "Goods" means the goods or materials to be manufactured by the Company and / or supplied to the customer / Buyer under the terms of the contract. The "Works" means the supply and manufacture of goods and services by the company under the terms of contract. "Export Contract" means a contract where the goods are being sold to a purchaser whose place of residence is outside the United Kingdom of Great Britain and Northern Ireland.
- 2) GENERAL
 - a) Unless otherwise agreed in writing by one of the Directors of the Company all quotations are made and all orders accepted subject to these conditions and shall override any conditions or stipulations incorporated or referred to by the Customer whether in order or any negotiations verbally or in writing.
 - b) Any quotation given by the Company shall not constitute an offer but shall constitute an offer but shall constitute an invitation to treat.
- 3) PRICES
 - c) The price of goods is shown exclusive of relevant Value Added Tax unless specified and all prices are in Pound sterling.
 - d) The prices quoted are subject to alteration without notice should a change occur after the date of a Customer's order then the price ruling at the date of dispatch will be charged.
 - e) The cost does not include the cost of carriage to the contracted place of delivery. The method to transport shall be at the Company's discretion in the absence of special instructions. If the Customer instructs the Company to send goods by special transport then the additional cost will be met by the Customer.
 - f) Any query on an invoice must be made within 21 days of the date of invoice to the Company.
- 4) RISK
The risk in respect of all goods supplied shall pass to the customer upon the goods being delivered to the delivery point but the property in and title to will remain with the Panel Graphic Ltd until payment is received in full.
- 5) DELIVERY
 - a) Any claim for damage or short deliveries should be notified to the company within 24 hours of receipt for the claim to be considered. Claims for non-delivery should be notified within 14 days of the invoice date.
 - b) Goods damaged during transit must be kept together with the packaging for inspection and conformation of any damage or loss must be sent in writing.
- 6) TITLE
Until the purchase price of all goods supplied by the Company to the Customer shall be paid or satisfied in full:
 - a) The title to and property in such goods shall remain vested in the Company (notwithstanding the delivery of the same and passing of the risk therein), but the Customer shall at times insure the goods for a sum not less than the full purchase price with an insurer reputable and until payment by the Customer of the purchase price a note of the company's interest in the goods shall be endorsed on the policy of insurance.
 - b) The Company may at any time (but without being obliged to do so) recover and resell the goods (if in the Customers possession) if any of the events specified in Condition 11 hereof shall occur and/or if any sum owed by the Customer to the Company on any account is not paid on the due date for this purpose the company its servants or agent together with appropriate transport may enter unhindered upon the Customer's premises where the goods are situated. The rights conferred on the Company under this paragraph (b) are in addition to and shall not in any way limit or restrict any other right or remedy of the Company against the Customer.
 - c) The Customer shall hold all goods supplied as bailee of the Company and the Customer shall store such goods in a proper manner without charge to the Company and so that they are identified as belonging to the Company.
 - d) The Customer is hereby authorised to sell the goods in the ordinary course of its business for the account of the Company and its agent and to pass good title in the goods to its Customer (being bona fida purchaser for value without notice of the Company's rights) but the Customers right of re-sale shall automatically cease upon the occurrence of any of the events referred to in sub paragraph 4 (b) above.
 - e) In the event of any such sale by the Customer the proceeds of sale shall be held by the Customer in trust for the Company but the Customer shall be entitled to retain for himself there from any excess over the amount owing by the Customer to the Company. In addition the Company is entitled to recover directly from the Customers customer any such proceeds of sale unpaid by such Customer provided that the Company shall return to the Customer any monies recovered in excess of the amount then owed by the customer to the Company (the Company being entitled to deduct from such excess the costs and expenses incurred by it in the recovery of such monies)
 - f) Until payment of the purchase price the Customer shall indemnify the Company

