

## TERMS AND CONDITIONS

### 1) Definitions

- a) "the company" is Premier Engraving & Signs (Scotland) Ltd, "the client" is any person or organisation with whom the company does business.

### 2) Credit

- a) The opening of a credit account in respect of a client shall be at the complete discretion of the company and subject to the receipt of satisfactory bank and/or trade references.
- b) The company reserves the right to close a credit account at any time without notice.
- c) Credit terms are strictly on the 30th day of the month following the invoice date.
- d) Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- e) Unless and until the company approves the account the client must pay for all goods and services prior to delivery by means of cheque (with suitable guarantee card) , credit card, Paypal, bacs or cash.

### 3) Price Lists

- a) All price lists are illustrative only and net of VAT.
- b) All prices are ex works.
- c) The company reserves the right to vary any price so illustrated at any time.

### 4) Quotations and Estimates

- a) All quotations and estimates are net of VAT and are based on the information available to the company at the time the relevant quotation or estimate is given and are valid for 30 days from the date of issue.
- b) In the event that an offer is placed in reliance on a quotation or estimate the company reserves the right to vary the price for the work if the order requires any variation to the or materials contemplated by the quotation.
- c) In the event that any such variation is significant the company will use its reasonable endeavours to inform the client of the anticipated variation prior to completion of the work.

### 5) Orders

- a) The client is responsible for providing the company, in writing, with all necessary instructions for completion of the work.
- b) The company accepts no liability for any error arising from the clients failure to provide full and unambiguous written instructions.

### 6) Delivery

- a) Times and dates of delivery are given in good faith by the Company's an indication of the estimated delivery time but time of delivery is not of the essence of the contract.

### 7) Clients materials

- a) Whilst every care will be taken to preserve the condition of any materials supplied by a client the company accepts no liability in respect of such materials beyond the basic costs of the material itself, and specifically excludes liability for the cost of any processes or workmanship that have been applied to the material.
- b) The client warrants that any and all materials supplied by it are suitable for their purpose and agrees to indemnify and save harmless the company against all costs claims and actions whatsoever arising from any breach of such warrant

### 8) Copyright and Design

- a) The client warrants that all materials supplied by it to the company are free of any third party claim to any intellectual property right.
- b) The client hereby agrees to indemnify and save harmless the company against all costs claims and actions whatsoever arising from the use by the company in fulfilling the clients instructions of materials supplied by the clients.

### 9) Title to Goods

- a) The title to any goods supplied by the company shall not pass to the client until such time as they have been paid for in full
- b) The client hereby authorises and gives licence to the company, its servants or agents, to enter any premises where any goods supplied by the company and not paid for may be as the agent of the client and to remove the same without prior notice.

### 10) Acceptance

- a) The delivery of an order to the company shall be deemed to be an acceptance by the client of these terms and conditions.
- b) In the event that any order placed with the company seeks to impose any terms and conditions which differ from or are in conflict with these terms and conditions the client agrees that the terms and conditions here set out will take precedence.
- c) **Specification of Goods: Defects**  
It is the responsibility of the Buyer to examine goods supplied by the Company and to notify Premier of any defects or errors within seven days and Premier to be given the opportunity to correct such defects or errors. In the absence of such notification the customer shall be deemed to have accepted the goods.
- d) **Invoice Disputes**  
Customers are not entitled to withhold payment or invoices or make deductions from invoices which are not in dispute. Unless written notification of a dispute is received within seven days of invoice date, the invoice will be deemed to be correct and payable as per our standard terms and conditions.

11) To comply with Data Protection Act of 1984 we are required to inform you that we have recorded your name and address on our computer for the sole purpose of sending you our catalogue and other information. Your name and address will not be given to third parties.

12) No variation to these terms will be accepted by the company unless the same are in writing and signed on the company's behalf by a director of Premier Engraving & Signs (Scotland) Ltd.