

MARDENS SIGN & DESIGN LTD

30 Brunel Road, Manor Trading Estate, Benfleet, Essex SS7 4PS

TERMS & CONDITIONS OF SALE AND CREDIT

1. General

1.1 These Terms and Conditions apply to all quotations, orders, sales and credit accounts supplied by Mardens Sign & Design Ltd ("the Company").

1.2 Acceptance of delivery of goods or services constitutes acceptance of these Terms and Conditions.

1.3 No variation of these Terms shall be binding unless agreed in writing by a Director of the Company.

2. Quotations

2.1 Quotations remain valid for 30 days unless otherwise stated.

2.2 Prices quoted exclude VAT unless specifically stated.

2.3 Quotations are subject to material cost increases beyond our control.

3. Orders

3.1 Orders cannot be cancelled once production has commenced without the Company's written agreement.

3.2 Customers remain liable for all work completed, materials purchased and costs incurred up to the cancellation date.

3.3 Bespoke, custom-made or personalised products cannot be returned unless faulty.

4. Prices

4.1 All prices are exclusive of VAT.

4.2 The Company reserves the right to amend prices where material, labour or transport costs increase before delivery.

5. Payment Terms

5.1 Credit accounts are subject to approval.

5.2 Unless otherwise agreed in writing, payment is due **30 days from the date of invoice**.

5.3 New customers may be required to pay in advance or provide a deposit.

5.4 The Company reserves the right to withdraw credit facilities at any time.

6. Late Payment

6.1 Failure to pay invoices by the due date may result in:

- Suspension of further deliveries or work.
- Withdrawal of credit facilities.
- Legal action without further notice.

6.2 Interest will be charged in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, together with the applicable statutory compensation and any reasonable debt recovery costs.

7. Retention of Title

7.1 Ownership of all goods remains with Mardens Sign & Design Ltd until payment has been received in full.

7.2 Until ownership passes, the Company may recover goods if payment is overdue.

8. Delivery

8.1 Delivery dates are estimates only.

8.2 The Company shall not be liable for delays caused by circumstances beyond its control.

8.3 Risk in the goods passes to the customer upon delivery.

9. Inspection of Goods

9.1 Goods must be inspected immediately upon delivery.

9.2 Any shortages or damage must be reported within **48 hours**.

9.3 Claims for defects must be made within **7 days** of delivery.

10. Returns

10.1 Returns will only be accepted with prior written authorisation.

10.2 Custom-made signs, graphics, printed products and bespoke items cannot be returned unless faulty.

11. Artwork & Proof Approval

11.1 Customers are responsible for checking all proofs before approval.

11.2 Approval confirms acceptance of:

- Spelling
- Grammar
- Layout
- Colours
- Sizes
- Dimensions

11.3 The Company cannot accept responsibility for errors once artwork has been approved.

12. Installation

12.1 Installation dates are estimates.

12.2 The customer is responsible for ensuring safe and unrestricted access to the installation site.

12.3 Any additional site visits caused by restricted access or customer delays may be charged.

13. Limitation of Liability

13.1 The Company's liability is limited to the value of the goods or services supplied.

13.2 The Company shall not be liable for indirect or consequential losses including loss of profit, business interruption or goodwill.

14. Force Majeure

The Company shall not be liable for delays caused by events beyond its reasonable control including but not limited to:

- Fire
 - Flood
 - Industrial disputes
 - Supplier shortages
 - Government restrictions
 - Extreme weather
 - Transport disruption
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15. Credit Account

15.1 Completion of a Credit Application does not guarantee the granting of credit.

15.2 The Company may:

- Carry out credit checks.
- Request trade references.
- Request bank references.
- Amend or withdraw credit limits without notice.

15.3 The customer agrees to notify the Company immediately of any change in ownership, legal status, trading address or financial position.

16. Personal Guarantee

Where requested, the signatory personally guarantees payment of all monies owed should the applicant fail to pay.

17. Data Protection

Customer information will be processed in accordance with UK data protection legislation and used only for:

- Account administration
- Credit assessment
- Debt recovery
- Legal compliance

Information will not be disclosed except where required by law or for legitimate business purposes.

18. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Customer Acceptance

I/We acknowledge that we have read and understood the Terms and Conditions of Sale and Credit and agree to be bound by them.

Company Name: _____

Name: _____

Position: _____

Signature: _____

Date: _____