

Signature Surfacing Ltd - TERMS AND CONDITIONS OF TRADE

Definitions

In these General Terms and Conditions of Sale, hereinafter called Conditions:

- 1.1 'The Company' shall mean Signature Surfacing Ltd and 'Purchaser' shall mean the other party to a contract for the Company's Services.
- 1.2 'Services' shall mean all work carried out and/or goods, materials or products supplied, or arranged to be carried out or supplied, by the Company for the Purchaser in accordance with the Contract.
- 1.3 'Quotation' shall mean the submission made to the Purchaser by the Company, whether by tender or otherwise and whether made orally or in writing, for the Services to be provided by the Company pursuant to these conditions.
- 1.4 'Contract' shall mean these Conditions, the Quotation, drawings and/or specification, if any, included with or referred to in the Quotation, Additional Conditions where included with the Quotation and the Purchaser's request to the Company to commence the provision of the Services. In the instance of a Purchaser's oral request to commence Services provision and in the absence of the Purchaser's written confirmation within forty-eight hours of such oral request, a Contract shall not be concluded unless the Company, at its discretion, commences the Services. In such circumstances where the Company commences and provides all or part of the Services, the Company shall be paid in accordance with the Quotation and these conditions.

Prevailing Conditions

- 2.1 The Company undertakes to comply with all its statutory obligations under legislation applicable to the Contract.
- 2.2 These Conditions apply to all Services provided by the Company including design where carried out, selection, supply and installation.
- 2.3 These Conditions shall be subject to amendment only by the inclusion of 'Additional Conditions' provided with the Company's Quotation. Such Additional Conditions shall be deemed to be included in the Contract and where at variance shall prevail over these Conditions.

Assignment and Sub-contracting

- 3.1 Neither the Company nor the Purchaser shall assign the Contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 3.2 The Company reserves the right to sub-contract any part or all of the Services.

Design Responsibility

- 4.1 The Company accepts no responsibility for design/drawing and/or specification information, or any variation thereto, provided by the Purchaser or those the Purchaser is responsible for or separately contracted to, or any of their representatives or agents. Whereas part of the Services the Company undertakes a design/drawing, specification or selection activity, the extent of the Company's obligations in respect of such activity shall be one of reasonable skill and care. The Purchaser shall be responsible for the integration and co-ordination of the Company's design/drawing and specification information with the Purchaser's design/drawing and specification information, or with the design/drawing and specification information of those the Purchaser is responsible for or separately contracted to, or of any of their representatives or agents.
- 4.2 All design/drawing or specification information provided by the Company shall remain the Company's property, to whom such information shall be returned upon practical completion of the Services. Such documents and information shall not be disclosed to any third party without the express approval of the Company, which approval shall not unreasonably be withheld.

Documents, Information and Services Variations

- 5.1 Where the Company's Quotation has been produced on the basis of documents and information, including amongst other things calculations, drawings, patterns, products, goods, materials, specifications, bills of quantities, programming and sequencing details, required, selected or provided by the Purchaser or those the Purchaser is responsible for or separately contracted to, or any of their representatives or agents, the Company accepts no responsibility for the accuracy, suitability for purpose or otherwise of such documents, information, products, goods or materials.
- 5.2 The price in the Quotation shall be varied by the Company to include for the consequences of any inaccuracy in such documents and information or non-suitability of products, goods or

materials required, selected or provided by the Purchaser and upon any other variation to the Services for whatever reason or cause. The Company shall, subject to clause 5.4 below, be paid for the consequences of any and all variations on the basis of a reasonable sum, which shall include for any related delay and disruption and shall be ascertained by the Company.

- 5.3 The following shall also constitute variations to the Services and shall be subject to amendment of the price in the Quotation on the basis of a reasonable sum to be ascertained by the Company including the consequences of any related delay and disruption:
 - o additions omissions increased/decreased quantities substitutions alterations changes in quality form character kind position dimension line or level and changes to any programme specified sequence method or timing of or affecting the Services and overtime working where so instructed by the Purchaser.

5.4 Where the Company is satisfied that any variation is incidental to the Services, the Company may, due to this or any other reasonable cause, and at its sole discretion, value such variation on a day work basis, at rates to be provided to the Purchaser.

5.5 The Company shall be under no obligation to accept any Services variation without prior agreement of the price, programming and sequencing implications.

Payment

Non-Credit Account Customers.

- 6.1.1 A DEPOSIT for the value of the materials of the Contract will be requested from the Purchaser by the Company as confirmation of an order.
- 6.1.2 Payment Terms
 - 6.1.2.1 Deposit Requirement: All customers are required to pay a deposit amounting to 50% of the total cost upon placing an order ("Deposit"). The Deposit must be paid to initiate the commencement of the services or delivery of the products.
 - 6.1.2.2 Final Payment: The balance (remaining 30% of the total cost) is due on the day of completion of the services or delivery of the products ("Completion Day"). Then regular weekly stage payments with the final balance on completion. Payment must be made before 'The Company or its staff' depart from the location of service delivery for the Purchaser.
 - 6.1.2.3 Methods of Payment: Payments can be made via bank transfer or card payment directly to 'The Company's' office. Please ensure that the correct payment details and that your method of payment is set up to process the transaction on the due date.
 - 6.1.2.4 Non-Payment and Penalties: If full payment is not received by the end of the Completion Day, we reserve the right to: a. Remove up to 50% of the delivered products from the premises, or b. Cease the provision of services until payment is received. In addition to the outstanding balance, a late payment fee of 10% of the total remaining price will be incurred for each day the final payment is delayed beyond the Completion Day.
 - 6.1.2.5 Cancellation and Refunds: Cancellations must be made at least 20 days prior to the scheduled start date of the works. In such cases, the Deposit will be refunded, less any costs already incurred on behalf of the customer and including management or admin fees already incurred.

Cancellations made less than 5 working days before the scheduled start date of a project will result in the forfeiture of the whole Deposit in its entirety.

- 6.1.2.7 Dispute Resolution: In the event of a dispute, customers are encouraged to contact our customer service department to find an amicable solution before proceeding to legal action.

Any disputes or claims arising out of or in connection with these Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

CREDIT ACCOUNT CUSTOMERS

- 6.2.1 Invoices shall be submitted to the Purchaser by the Company on completion/collection/delivery of goods/services.
- 6.2.2 Invoices will be submitted to the Purchaser by the Company ONLY if the Contract runs into the following working month. The invoice will reflect the amount of materials purchased by and the work carried out by the Company, up until that point.
- 6.2.3 All invoices produced by the Company to the Purchaser are to be settled within 7 Days of the invoice date
- 6.2.4 In the event of failure by the Purchaser to make payment to Signature Surfacing Ltd 'The Company' in accordance with Clauses detailed, the Purchaser shall pay interest to 'The Company' compounded monthly for each day on which payment is overdue, at the rate of four percent above the prevailing base lending rate of Barclays Bank and all work will cease until paid.

Materials and Goods

- 7.1 Property in materials, goods or products provided by the Company as part of the Services, and whether installed or remaining unfixated, shall not pass from the Company until payment for the Services has been made by the Purchaser.
- 7.2 All Materials, goods or products delivered or provided to the Purchaser's premises or to the Purchaser's project or works site, where appropriate, and materials, goods and products remaining in 'The Company' premises or charge, or where held in storage by a third party, shall be included for payment in the following invoice.
- 7.3 All materials, goods or products delivered by the Company, whether remaining unfixated or whether incorporated in any works forming part of the Services, shall be at the Purchaser's risk in the event of loss, damage or destruction through any cause. The Company shall, in respect of rectification of such loss, damage or destruction, be entitled to a variation of the Services and payment of a reasonable sum, inclusive of the consequences of any related delay and disruption, to be ascertained by the Company. Provided that the Purchaser shall not be liable for any such loss, damage or destruction to the extent that the same is caused, or contributed to, by the negligence of the Company or those for whose actions it is responsible.
- 7.4 The Purchaser acknowledges that where delivered it is responsible for storage and that it holds materials, goods and products as bailee and in a fiduciary capacity for the Company until such time as the said items and any other monies due to the Company from the Purchaser are settled in full.

Programme and Completion

- 8.1 The Purchaser shall be responsible for programming, sequencing and coordinating the Services at all times. The Company shall be given a reasonable time, to be agreed by the Company, to mobilize to carry out and to achieve practical completion of the Services.
- 8.2 In the circumstances of any variation to the Services pursuant to these Conditions, the Company shall be given an extension of time being a reasonable time, to be agreed by the Company, to mobilize to carry out and to complete the varied Services.
- 8.3 The Company shall notify the Purchaser when practical completion of the Services is achieved.

Delivery and Installation

- 9.1 During delivery and installation of all materials, goods or products provided or arranged as part of the Services, the Purchaser shall be responsible for the following at no cost to the Company:
 - o Arranging and maintaining free and uninterrupted safe access/egress for the Company's resources at the site for delivery and installation activities, traffic management, unloading/loading facilities, transportation at and within the site, hoisting/craneage and watching/attendance facilities, all builders and any other enabling work, provision and use of standing scaffolding, all temporary and permanent public utilities services, use of site health, safety and hygiene/sanitation and welfare facilities, an area for storage and preparation for the Company's equipment, tools, materials, goods and products.



Default and Insolvency

10.1 If the Purchaser fails fundamentally in the fulfilment of its obligations pursuant to the Contract, or if the Purchaser becomes bankrupt or has a receiving or administration order made against the Purchaser or presents a petition in bankruptcy or makes an arrangement with or assignment in favour of the Purchaser's creditors, The Company may suspend the provision of the Services and determine the Contract without thereby avoiding the Contract or releasing the Purchaser of any obligations and liabilities, by giving seven days written notice to the Purchaser. In the event that in such circumstances the Company has provided Services under the Contract at the premises of, or project or site occupied by, the Purchaser, the Company is hereby granted license to attend such location and remove any materials, goods, products, plant, equipment or any other item of the Company's property or resources or property or resources in the ownership of those the Company is responsible for.

10.2 Where the progress of the Services is delayed or materially disrupted by any act, omission or default of the Purchaser or of those for whom the Purchaser is responsible for or separately contracted to, or of their representatives or agents, the Company shall be paid a reasonable sum and shall be given a reasonable extension of time to complete the Services, both of which are to be ascertained by the Company, consequent upon such delay and disruption.

10.3 Nothing in these Conditions shall prevent the Company from seeking to recover damages from the Purchaser in the event of a breach by the Purchaser of the Purchaser's obligations under the Contract.

Third Party Liability

11.1 The Purchaser shall indemnify the Company and those for whom it is responsible against all claims, including the cost of any legal proceedings, made in respect of death or injury to any person or for any damage to or loss of property, by any person against the Company or the Purchaser whether under statute or at common law which may arise out of or be in anyway connected with the provision of the Services, except where the same is due to the negligence, omission or default of the Company or of those for whom it is responsible.

Notices

13.1 Any notice to be given by either party under the terms of this Contract shall be served in writing at the principal place of business of the party concerned or alternatively at their Registered office.

Applicable Law

14.1 The law of England and Wales shall govern this contract.
1 – April 2004.

Additional Conditions Testing/Commissioning

15.1 The Company undertakes to provide reasonable access to the Purchaser to enable the Purchaser to witness testing or commissioning of the Services where the Company has contracted to provide or arrange such testing or commissioning.

Health and Safety

16.1 The Company undertakes to comply with all statutory health and safety obligations relevant to the Services.

Insurance

17.1 The Company undertakes to comply with all statutory insurance obligations relevant to the Services.

Statutory Rights and Obligations

18.1 Nothing in these Conditions shall affect the rights or obligations of either party to the Contract pursuant to any relevant statute or statutory instrument.

Final resolution of Disputes

19.1 Subsequent to any dispute between the Parties to the Contract being referred to adjudication they hereby agree to reserve the right upon practical completion of the Contract to refer such dispute for final resolution by an arbitrator to be appointed by the President of the Chartered Institute of Arbitrators or alternatively by an action through the relevant Court process in accordance with the Civil Procedure Rules.

20 Warranty Terms

20.1 **Warranty Coverage:** We warrant the quality and workmanship of our products and services for a time period specific and as agreed on our original wet ink certificate dated at completion that will be handed to the original customer for the material used, commencing from the date of completion. This warranty is contingent upon regular maintenance being carried out by the company or one of our authorized maintenance team partners at recorded six-month period intervals. The warranty is available only to the original purchaser of the product or service and nontransferable and based on the regular inspection as described above.

20.2 **Maintenance Requirement:** To maintain the validity of this warranty, it is required that the product be regularly maintained by Signature surfacing Ltd every six months at the customer's expense. Details of the maintenance service and associated costs will be provided upon purchase and can be scheduled in advance through our customer service. Failure to adhere to this maintenance schedule will void the entire warranty.

Exclusions: This warranty only covers Signature surfacing Ltd Originally installed material and does not cover: a. Damage caused by improper use or maintenance, accidents, alterations, or misuse. b. Wear and tear from normal use. c. Damage or defects resulting from failure to follow the user instructions or guidelines provided.

Claim Process: To make a claim under this warranty, please contact our customer service with details of the issue. Proof of maintenance, including dates and receipts of services performed by Signature Surfacing Ltd, will be required. Claims must be made within the warranty period and will be subject to verification and approval by our technical team.

20.3 **Limitations:** This warranty is limited to the repair, replacement, or refund of the defective product at our discretion. No other claims, such as for incidental or consequential damages, will be covered under this guarantee.

20.4 **Damage after signoff sheet completed:** Upon execution of the sign-off sheet by the client, a grace period of seven (7) days will be allowed for the identification of any defects in the installed product. After the expiration of this grace period, the client acknowledges and agrees that any damages, including but not limited to cracks, chips, or scratches, will be deemed outside the responsibility of Signature Surfacing Ltd. Furthermore, the placement of a deposit by the client constitutes acknowledgment and acceptance of these terms and conditions

20.5 **General Provisions:** We reserve the right to amend or update the terms of this warranty at any time. All amendments will be posted on our website and are effective immediately upon posting.

Disputes

21 Disputes arising out of this Contract shall be referred to statutory adjudication by an Adjudicator appointed by an adjudicator nominating body and shall be conducted in accordance with the Scheme for construction contracts.

Right to Terminate

In the event of persistent late payment or non-payment by the client, Signature Surfacing Ltd reserves the right to terminate the provision of services with immediate effect. All outstanding amounts, including accrued late payment charges and any additional costs incurred, shall remain due and payable in full.

