

TERMS AND CONDITIONS OF SALE - JFK BUSINESS SERVICES

1. Introduction

These terms and conditions of sales ("terms") comprise all the terms of the contract between the buyer named in our quotation ("you") and JFK Ltd ("us") for the goods and/or services described in our quotation ("goods"). If you accept our quotation, or accept or use the goods, you shall be deemed to accept these terms, despite anything to the contrary in your order. Your conditions and purchase (if any) shall not apply to this contract. No variation of, or addition to, these items shall take effect unless agreed by the parties in writing.

2. Quotations and Orders

(a) Unless you give us prior written notice to the contrary, the person placing or signing the order on your behalf will be deemed to be authorised to do so.

(b) All quotations of price (whether written or oral) are subject to withdrawal or amendment by the Company at any time prior to receipt by the Company of any acceptance and thereafter are subject to correction of errors at any time. If the Company has not received an acceptance within 30 days of the date of quotation, the quotation shall be deemed to have lapsed.

(c) The prices quoted by the Company's representatives are subject to stock availability, and whilst every endeavour will be made to supply at quoted prices, the Company reserves the right to revise prices without prior notice. In particular, should any increase occur in the cost of labour, materials, transport and all or any other direct costs between the date of quotation and despatch of the goods, the Company reserves the right to adjust the contract accordingly.

(d) All descriptions, dimensions, particulars and specifications submitted by the Company are deemed to be approximate only.

(e) We reserve the right to refuse any order, including any order made in response to our quotation. Written quotations are based on costs ruling on the date of the quotation and whilst generally valid for 30 days, are subject to change without notice.

(f) If the specification in your order differs from that on which our quotation was based, we may vary or withdraw our quotation.

(g) Orders may not be cancelled after acceptance without our written agreement. If we agree to cancellation you will reimburse us for any costs incurred or committed up to the point of cancellation together with an amount to cover our staff costs in connection with any work undertaken by us in the preparation of the order (whether incurred before or after the date of an order) and an administrative charge of up to 25% of the value of the order.

(h) You are responsible for obtaining any consents to the fitting of any goods including (without limitation) any planning consent, advertising consent, listed building consent, or consent of any person having an interest in the land. If the building is a listed building you must inform us before work commences and produce proof of listed building consent.

3. Payment Terms

(a) All prices are quoted exclusive of Value Added Tax, which where applicable, will be charged in addition to the price quoted.

(b) Invoices are due for payment within 30 days of their date. We reserve the right to demand payment in advance on any order.

(c) Without prejudice to any other remedy, we may charge interest on overdue invoices, from the due date until the date of payment, on a daily basis at the rate equivalent to an annual rate of 4% above the Barclays Bank plc base-lending rate then in force.

(d) Without prejudice to any other remedy, we reserve the right to refuse to complete orders and/or deliver goods if you have failed to make all payments due to us under that or any other contract.

(e) The goods in any consignment shall remain our property, even after delivery, until you have paid us for them in full. Even though title to the goods had not passed to you, we shall be entitled to sue for their price once payment has become due.

4. Copy

(a) You are responsible for checking all copy supplied to us (whether verbally, in writing or on electronic media) any proof copy we may send to you for checking, and you warrant that all copy is accurate, does not infringe any copyright, moral rights or other rights of any other person, and does not contain any defamatory or otherwise unlawful material. We may refuse to print any matter which in our opinion is in breach of this clause.

(b) If you make alterations at proof stage, we may charge for extra work. When style, type or layout is left to our judgement and you subsequently require changes, we may charge for extra work.

(c) Screens, films and other items (other than the goods) made by us or on our behalf shall remain our property. Where we design or provide artwork for any item, copyright and other rights in such design, artwork and item shall remain with us. Where we design or provide artwork for any goods at your request and you do not order the goods from us, we may charge you for any work done at our commercial charging rates.

5. Delivery and Fitting

(a) The Company will endeavour to deliver and/or fit the goods without delay and to comply with reasonable delivery fitting instructions, but any specified time of delivery shall not be the essence of the contract and the Company shall not be liable for late delivery howsoever caused, nor shall such failure to deliver be deemed to be a breach of any contract. Without limitation to the forgoing, the Company shall not be held liable or responsible for any delay in delivery due to the fault or negligence of any carrier.

(b) Delivery times which are quoted are target times only. We reserve the right to vary delivery times and we accept no liability for failure to comply with quoted delivery times.

(c) The Company shall not be liable for any loss or damage in transit. If you require us to arrange insurance on your behalf against loss or damage in transit you must confirm this in writing at the time of making the order and you will reimburse us in addition for the cost of such insurance.

(d) We may deliver in instalments and invoice for each instalment.

(e) If work is suspended at your request or because of your default for a period of 30 days, we may invoice you for work already carried out, materials specially ordered, and other additional costs including storage.

(f) We shall not be responsible for any discrepancies in delivery or defects in the goods unless they are notified promptly to us in writing as soon as you become aware of them. If you fail to notify us promptly you will be deemed to have accepted the goods. In any event, we shall not be liable for any discrepancies in delivery which are not notified within 10 days of delivery. Goods may not be rejected after they have been used or once they are no longer in the condition in which they were delivered.

(g) In respect of any materials (such as old signs) removed from any location at which goods are delivered or fitted, you warrant that you have unencumbered titled to those materials and that you are properly authorised to dispose of them without the consent of any other person and you warrant that they are safe to remove, that they are not contaminated and contain no dangerous components.

6. Storage

(a) If you fail to give us appropriate delivery instructions within 14 days of our notifying you that the goods are ready for delivery, we may arrange storage of the goods on your behalf. Upon storage, the goods shall be deemed to have been delivered to you, all risk in the goods shall pass to you and (in addition to your liability to pay the price for the goods) you will pay our storage charges within 30 days of submission of an invoice. If you do not collect any goods (including any materials provided by you to us) within 12 months of completion of the contract, we may dispose of or destroy such goods and material without accounting to you.

7. Defects and Liability

(a) We will make good, by repair or by the supply of a replacement, defects which, under proper use, appear in the goods within a period of 6 calendar months after the goods have been delivered, and arise solely from faulty design, materials or workmanship, provided always that (a) defective parts have been returned to us if we shall have so required and (b) you shall have promptly notified us of such defects as soon as you became aware of them. We shall refund the cost of carriage on such returned parts and the repaired or new parts will be delivered free of charge. This clause shall not apply to any goods which are used after a defect has been discovered.

(b) Our liability under clause 7(a) above shall be in lieu of any warranty or condition implied by law as to the quality or condition of the goods, and save as provided in that clause we shall not be under any liability, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever in respect of defects in goods delivered or for any injury (other than personal injury caused by our negligence as defined in section 1 of the Unfair Contract Terms Act 1977), damage or loss resulting from such defects or from any work done in connection therewith.

(c) We shall not be liable for any delay or failure in performance caused by circumstances beyond our reasonable control, including without limitation any labour disputes, adverse weather conditions or failure of supplies.

(d) In no circumstance shall we be liable, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, a) for any loss of profit, business, contracts, revenues or anticipated savings, or b) for any special indirect or consequential damage of any nature whatsoever.

(e) Except where a claim arises directly and foreseeably from our negligence or breach of contract you will indemnify and hold harmless both us and our affiliates, and our respective principals, officers, employees, agents and representatives ("the indemnittees") against all claims which may be asserted against or suffered by any of the indemnittees and which relate to the manufacture, distribution, publication, copying, sales, supply or use of any goods. For the purposes of this clause, "claims" shall mean all demands, claims and liability (whether criminal, civil, in contract tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever.

(f) The validity, construction and performance of this contract shall be governed by English law and the parties submit to the jurisdiction of the English courts.
