



Terms & Conditions

All orders are accepted
under the terms of this
document without exception.

SmartGroup
M A N U F A C T U R I N G

0800 413 892

Terms & conditions of sale.

1. Definitions (in these conditions).

"Seller/ Company" means SG Manufacturing Limited.

"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 Seller/ company and the Customer.

"Goods" means any 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 manufacture, installation or maintenance of signs or other equipment by the company under the terms of the 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 the order or in any negotiations verbally or in writing.

b) Any quotation given by the Company shall not constitute an offer but shall constitute an invitation to treat.

3. Price

a) All tenders and quotations are exclusive of VAT which will be charged at the rate applicable at the date of invoice.

b) All prices for delivery within the UK are quoted "ex-works". All prices for goods exported from the UK are quoted FOB, UK Port.

c) The Company may increase the quoted price and the Customer shall pay such increased price if;

(i) Any special access equipment is in the opinion of the Company during the course of the performance of the contract necessary for proper performance of it's part of the contract.

(ii) Any drawings, plans or surveys whether prepared by or on behalf of the Company or the Customer require any amendment which is either requested by the Customer or which in the opinion of the Company is necessary for the proper performance of it's part of the contract.

(iii) Any part of the contract whether at the request of the Customer or otherwise is to be performed outside of normal working hours 8.00am to 5.00pm Monday till Friday.

(iv) The cost to the company of any materials to be used in the works increases as a result of circumstances outside the control of the Company.

d) Unless specifically mentioned on the face of the quotation or any written contract the price does not include the cost of removal and disposal of any old signs or other of the Customer's property from the Customer's premises.

e) Unless specifically mentioned on the face of the quotation or any written contract the price does not include the cost of crating or any other packaging materials.

4. Payment

a) UK contract

Payment shall be made against invoice before performance of the contract commences unless otherwise agreed in writing by the Company.

b) Export Contracts

Payment shall be made against invoice before performance of the contract commences unless otherwise agreed in writing by the Company.

c) All contracts

Any sums not paid by the Customer by the due date shall bear interest at the rate of 2% above Lloyds TSB bank base lending rate per annum or part thereof from the date when payment is received by the Company.

d) The time of payment shall be of the essence of this contract. The Company shall not purchase raw materials or complete any part of the works until such time as the Customer has paid for the Goods.

e) The foregoing provisions will be in addition to and without prejudice to all other remedies available to the Company for non payment.

f) Either remittance or two approved trade references and a bankers reference should accompany orders from buyers who have no previous agreed credit account with the Company. There is a minimum order value of £50.00 and buyers are requested to consolidate their requirements whenever possible.

g) Dishonoured cheques issued by the Customer in respect of the Company shall incur a charge of £25.00.

5. Warranty

a) The Company agrees at it's own cost and at it's own option to repair or replace any of the goods or parts thereof and to repair or rectify any defects in the works which in each case are proved to the Company to be faulty due to bad workmanship or materials providing in such case that the fault is notified to the Company in writing within six months from the date of delivery of the goods or completion of the works.

b) The company specifically exempts from the provisions of this clause any part or parts of the goods which were not manufactured by the Company. In the case of such goods the customer shall be entitled to the benefit of any rights obtained by the Company in the Companies contract to purchase the goods or parts thereof.

6. Limitation of liability

Subject to clause 5 hereof it is hereby specifically agreed;

a) If the Customer has examined a sample of the goods produced by the Company the goods shall be deemed to correspond with the sample notwithstanding the way the goods may have been described by the Company.

b) If the Customer has examined the goods or has provided plans, drawings or specifications of other information by the Company relating to the goods or the works the Customer must make their own judgement as a result of such examination of plans, specifications and other information.

c) No warranty condition description or representation on the part of the Company is given or implied by these conditions nor is any warranty condition description or representation to be taken to have been given or implied from anything said or written in negotiations between the parties or their representatives by or on behalf of the Company prior to the contract and all statutory conditions descriptions or representations express or implied as to the state quality of fitness of the goods or the works the subject of the contract are hereby expressly excluded.

d) Without prejudice to the generality of the foregoing it is specifically agreed that the Company will in no circumstances be liable;

(i) For any indirect or consequential loss sustained by the Customer as a result of any breach of contract by the Company.

(ii) For any loss occasioned to the Customer arising out of damage to or destruction of any property of any type on the Customers premises during performance of the contract howsoever caused.

(iii) For any loss or damage suffered by the Customer arising out of defects in the walls or other structures to which any sign or other goods may have been affixed.

e) In the event of the Company being found liable for loss or damage (notwithstanding the provisions of any of these conditions) the liability shall in no event exceed the contract price

f) Nothing in these conditions shall restrict the liability of the Company arising out of any defect in the goods or the works due to the negligence of the Company which causes death or serious injury.

g) The Companies liability shall in any event cease if;

(i) The Customer shall not have paid in full any invoices from the Company on the due date.

(ii) The Companies representatives are denied full and free right of access to the goods and/ or the site where works have been effected.

- (iii) The customer permits persons other than those approved or authorised by the Company to effect any replacement or parts, maintenance, adjustments or repairs to the goods or the works.
- (iv) The Customer has not properly maintained or installed the goods in accordance with the instructional documents issued by the Company or directions given by the Company.
- (v) The Customer has used spare parts, replacements, fixing systems, adhesives or any other item not manufactured by or on behalf of or supplied by the Company.
- (vi) The Customer carries out additions alterations or secondary manufacturing processes to the goods without the written permission of the Company.

h) In the event of any claim being made against the Company by reason of any matter referred to and in respect of which the Company is liable under these conditions the Customer shall notify the Company in writing within fourteen days of receipt by him of notice of such claim. In these circumstances the Company may on its election conduct all negotiations for the settlement of the said claim and any litigation that may arise therefrom. The Customer shall not unless and until the Company shall have failed to take over the conduct of such negotiations or litigation make any admission which might be prejudicial thereto. The Customer shall at the request of the Company afford all available assistance for any such purpose. Notwithstanding the provisions of any other clauses in this agreement if the Customer shall be in default of its obligations under this clause the Company shall be under no liability to indemnify the Customer in respect of any such claim.

7. Performance

- a) Where a period is named for the performance of the contract unless such a period is extended by mutual consent in writing the Customer shall accept performance within that period.
- b) Any time or date for performance of the contract named by the Company is an estimate only and the Company shall not be liable for the consequences of any delay.
- c) The Customer shall provide to the Company such details as may be necessary or may be required by the Company to enable the Company to perform the contract.

If for any reason the Customer fails to provide such details, or if any reason not related to any act of default by or on the part of the Company the Customer is unable or unwilling to accept performance of the contract at the time when the Company is ready and willing to perform the contract the Customer shall indemnify the Company in respect of any losses occasioned to the Company by reason of such failure on the part of the Customer.

- d) Should any default be made by the Customer in paying any sum due under this or any contract between the parties as and when it becomes due the Company shall have the right either to suspend all further performance of the contract until such default is made good or to cancel the contract so far as any goods remain to be delivered or work remains to be done thereunder.

8. Delivery

- a) Any loss or damage to the goods in transit must be noted on the delivery note of the carrier and notified to the Company within three days of receipt of the consignment. In the event of non delivery of the goods the Customer must notify the Company within five days of the date of the invoice for such goods.
- b) No claims for shortages of delivery will be entertained by the company unless notice in writing is given to the carrier concerned and to the Company and a complete claim in writing is submitted within three days of consignment being received. Where goods are accepted from the carrier concerned without being checked the delivery book of the carrier concerned must be signed "not examined".
- c) The costs of packaging materials and delivery are not included in the Companies quoted prices unless otherwise stated in writing by the Company.
- d) The Company shall not be liable for loss or damage to the goods in circumstances where;
 - (i) The Customer or the customers agents collects the goods from the Companies premises. In this circumstance all liability for losses and damages with respect to the goods is assumed by the Customer or its agents upon loading. The Company shall not be liable for the provision of any packaging materials save a single layer of bubble wrap applied to the goods.
 - (ii) The Customer declines to make use of and pay for the Companies recommended crating/ delivery system.
 - (iii) The Customer dictates the use of any carrier other than those mentioned as being approved within the Companies "delivery options" documentation as provided to the Customer.

9. Retention of title

The risk in the goods supplied by the Company shall pass to the Customer when the Company delivers the goods to the Customer and the Company shall have no responsibility in respect of the safety of the said goods thereafter and accordingly the Customer shall insure the goods thereafter against such risks (if any) as it thinks appropriate. However, the ownership of the goods and any goods previously supplied under any other contract with the Company shall remain with the Company which reserves the right to dispose of the goods until payment in full for all the materials has been received by it in accordance with the terms and conditions of this contract or until such time as the Customer sells the goods to its customers by way of a bona-fide sale at full market value.

If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover re-sell the material or any of it and may enter upon the premises of the Customer for that purpose. Such payment shall become due immediately upon commencement of any act of proceeding in which the insolvency of the Customer is involved. The Customer shall ensure that the goods belonging to the Company should be kept separate from those which have been paid for. The Customer is licensed by the Company to agree to sell the goods of the Company subject to the Express condition that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the money of the Company.

10. Health & Safety

Any liability for ensuring compliance with any requirement statutory or otherwise concerning health, safety or welfare on the premises of the Customer or the client of the Customer or any premises required to be visited on behalf of the Customer rests exclusively with the Customer.

11. Acceptance

The customer shall inspect the goods and/ or works immediately on delivery or completion and shall within seven days from any such inspection give notice in writing to the Company of any matter or thing by reason whereof it alleges the goods or works are not in accordance with the contract. If the Customer fails to give such notice the goods and work shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for them accordingly.

12. Approval and Consent

Unless otherwise agreed in writing by the Company the responsibility for obtaining all approval consents for the works as may be required by statute, contract, landlord permission or otherwise shall be deemed to be the responsibility of the Customer.

13. Tools

All tools, dyes, patterns, computer files used in the manufacture of the goods shall remain the exclusive property of the Company even where the whole or part of the cost of such tools, dyes, patterns, computer files has been charged to and paid by the Customer.

14. Letters patent

a) The Customer agrees not without the previous consent in writing of the Company to manufacture or sell any third party any goods the manufacture or sale of which would infringe any Letter Patented of which the Company is patentee. licensee or under which the Company is authorised to manufacture or sell.

b) The Customer shall indemnify the Company against all damages penalties costs and expenses to which the Company may be liable if any work done on the Customers instructions involves infringement of a registered design trademark copyright or Letters Patent.

15. Copyright

a) All drawings plans specifications technical information and estimates supplied by the Company and the Copyright therein remain the property of the Company and they will be returned by the Customer to the Company forthwith in the event of any order for goods or works of a similar type being placed with another Company and in any event not later than 6 months after they are supplied in event of no contract having been entered into between the Customer and the Company in relation thereto. All such plans drawings specifications and estimates are confidential and shall be used by the Customer only for the purpose of considering any quotation or tender the performance of the contract or the operation of the goods may not be divulged in any circumstance without the authority of the Company.

b) Where drawings plans and technical information are supplied by the Customer the provisions of sub paragraphs a) shall apply to the Company mutates mutandis. Without prejudice to clause 6 hereof the Company will accept no liability for any loss caused to the Customer which arises wholly or partly from any defect or error or in omission from the said drawing plans and technical information.

16. Sub contracting

The Company reserves the right to sub-contract the performance of the whole or part of the contract.

17. Electrical supply

The Customer will at its cost provide a suitable low voltage electric current supply on the site of installation of the signs or other equipment at transformer positions adjacent to the proposed position of the signs. If the Customer does not so provide the Company will only install such supply with the consent and at the expense of the Customer.

18. Access

The Customer should ensure access by the Company to the site for the purposes of the surveying and inspecting of the premises and installing sign or other equipment. Any costs incurred by the Company in the event of delay in obtaining access arranged by the Customer shall be charged to and be paid by the Customer.

19. Termination

If the Customer shall make default in or commit a breach of its obligations to the Company or if any judgement shall be entered against the Customer or distress or execution shall be levied upon the Customer its properties or assets or if the Customer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order shall be presented or made against him or if the Customer being a Limited Company any resolution or petition to wind up such a Company shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of the Customers undertaking property or assets or any part thereof shall be appointed by the Customer the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of determination being posted to the Customer at the last known address of the Customer any subsisting contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

20. Arbitration

Any difference or dispute arising between the Company and the Customer in respect of a contract governed by these conditions shall if the Company so determines to be referred to the arbitration of a person mutually agreed upon.

21. Legal construction

These terms and conditions and any contract between the Company and the Customer are subject to and shall be construed in accordance with English Law and the English Courts shall have jurisdiction in relation to any disputes or claims arising therefrom.

22. Prototypes

Any prototypes, models, plans, illustrations, drawings, descriptions and specifications are intended to give a general outline of the Company's proposals and are not binding as to detail nor to final sizes or arrangements. They shall remain the property of the Company and may not be copied or communicated to a third party without the Company's written consent. The Company reserves the right to charge for any prototypes, models, plans, illustrations and drawings supplied at the Customers request. The Company further reserves the right to charge the Customer for attendance at site meetings.

23. Returns

a) All returnable packaging materials remain the property of the Company. The Customer must ensure that the Company's returnable packaging materials are available for collection by the Company and/ or its agents two days after delivery of the consignment. The Company shall make attempts to collect returnable packaging materials on the second and third day after delivery of the consignment. Should the Customer not permit or make possible collection of returnable packaging materials the Customer shall be liable to pay the Company £25.00+ vat for each unsuccessful attempt at collection in addition to a charge of £85.00+vat for producing a replacement set of returnable packaging materials.

b) The Customer shall only return items other than returnable packaging materials with the express written consent of the Company. The Customer shall secure goods inside the original packaging as supplied to the Customer by the Company at the time of delivery of the consignment. The Customer shall be liable for damage or loss to returned items if the Company's original packaging materials are not used.

24. Bulk supply

Goods ordered and manufactured in bulk under an arrangement whereby they are to be delivered on a call off basis shall unless otherwise agreed in writing be invoiced to the Customer at the total price current when manufactured.

25. Health & safety

The goods are sold on condition that;

- a) The Customer carries out such tests and examination of the goods as are reasonable practicable to ensure when used the goods are safe and without risk to health and comply with all local laws and regulations.
- b) The Customer shall, if so requested by the Company, enter into a written undertaking to take such steps as may be specified by the Company relating to such tests and examination.
- c) The Customer shall indemnify the Company against loss, liability or expense arising from the Customers failure to carry out such tests or examinations required under a) and b) above.

26. Specifications and instructions provided to the Company

In circumstances where the Customer provides to the Company drawings, computer files, specifications or illustrations for the purposes of manufacturing the goods are sold on the basis that;

- a) The Customers has carried out tests as to the suitability, safety and general fitness of purpose of the drawings, computer files, specifications or illustrations provided by the Customer to the Company.
- b) The Customer accepts full liability for the subsequent performance of the goods as manufactured to drawings, computer files, specifications or illustrations supplied by the Customer to the Company.
- c) The Company shall not modify, alter or in any way change any drawings, computer files, specifications or illustrations supplied by the Customer to the Company unless otherwise agreed in writing.
- d) The Company shall not provide advice, or technical guidance with respect to drawings, computer files, specifications or illustrations supplied by the Customer to the Company unless otherwise agreed in writing. The Company reserve the right to charge for adjustments to or reworking or drawings, computer files, specifications or illustrations supplied by the Customer to the Company
- e) It is the Customers responsibility to ensure that drawings, computer files, specifications or illustrations supplied by the Customer to the Company are unambiguous with clear, precise instructions and dimensions featured throughout.
- f) The Company shall bear no liability for any defects, suitability issues, safety problems or issues pertaining to general fitness of purpose of any goods manufactured by the Company which are in accordance with drawings, computer files, specifications or illustrations provided by the Customer to the Company.

27. Integration of goods

- a) The Company shall bear no liability for any subsequent processes or works carried out by the Customer on the goods supplied by the Company
- c) The Customer is liable for all installation works carried out on goods supplied by the Company.
- d) The Company shall not replace goods damaged or altered by the customer during the course of integration of the goods into final work or installation. The Company may provide replacement items at additional cost to the Customer.

28. Force Majeure

The Company shall not be liable for any loss or damage caused by any delay in performance or non performance of any of it's obligations where the same is occasioned by any cause whatsoever which is beyond it's control including but not limited to; acts of god, war (whether declared or not), riots, civil commotions, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, adverse weather conditions, pestilence, epidemics, legal restrictions or acts of any Government or branch or agency thereof (including without limitation and local Government), non availability of transport, strikes, lockouts, or trade disputes of whatever kind, cessation or interruption of any plant or process, failure of supply of raw materials or components or a breakdown of machinery.

Should any such event occur the Company shall be entitled to cancel or rescind or suspend the contract or suspend any delivery without liability for loss or damage resulting therefrom but only after advising the Customer in writing of the cause of the cancellation or rescission or suspension.