

Evolve Group terms and conditions of sale

General

Unless otherwise stated in writing by ourselves orders are only accepted on the following terms and conditions. Where these terms and conditions are contrary to any stipulations of the buyer's terms and conditions the following are deemed to have been accepted by the buyer and take precedence.

The contract shall be governed by the Laws of England, and the parties submit to the exclusive jurisdiction of the High Court in England, save that the Seller shall be entitled to bring proceedings against the buyer in any other court which has jurisdiction.

We shall not be responsible for loss arising from delay or failure to deliver arising from an Act of God, war, civil disturbance, riot, industrial action or dispute, natural calamity, non availability of materials, controls, restrictions or prohibitions of Government or any other competent Authority, fire, flood, sabotage, or other causes beyond our control.

Installation

The company shall make all reasonable efforts to meet quoted installation dates, which represent statements of intention only and shall not be binding of the Company. Failure to install shall not constitute breach of contract and the customer shall not be entitled to rescind or repudiate the contract or any other related contract, in whole or in part, or claim damage for such failure.

In the case of installation by instalments, the buyer will not be entitled to treat the installation of faulty goods in any one instalment, or the late installation of any one instalment, as a repudiation of the whole contract.

If the buyer fails to give installation instructions within 5 days of it being notified the goods are ready for installation or delivery, then the whole of the invoice amount becomes immediately payable. We shall also be entitled to charge extra for storage from this point onwards.

Loss or damage in transit

The company will entertain a claim by the customer in respect of loss or damage in transit only if:-

- Non-delivery: The customer gives written notice within 14 days of receipt of invoice.
- Damage in transit: The customer gives written notice within 5 days of delivery.
- Goods transported by an independent freight carrier:
The customer must comply in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit, and Inspection of Goods: The company is given all reasonable opportunity to inspect the damaged goods.

We reserve the right to make good any damage or defects notified to us by repair or replacement at our discretion providing any defects are limited to faulty materials or workmanship and NOT as a result of, wilful damage, negligence, incorrect storage or fixing, nor by fair wear and tear.

We do not accept any liability for repair by a third party.

Acceptance

The customer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless, within 10 days of receipt of goods and prior to their use or re-sale, the customer gives written notice to the company specifying any alleged defect in quality or any other respect in which the goods are alleged not to be in accordance with the contract.

Reservation of title

Notwithstanding that the risk in the goods has passed to the customer.

- The title in the goods remains with the company until such time as the company has received full payment in respect of the goods.
- If the buyer shall default in punctual payment the company shall be entitled to repossess any goods which remain the property of the company and the buyer for that purpose shall afford the company access to and the company shall be entitled to enter any premises of which the buyer is in occupation or to which he has access and where the goods may be recovered.

Limitations of Liability

The company will make every effort to ensure that all goods are manufactured and/or supplied to specification, but it is in all cases, for the customer to ensure that the goods are fit and suitable for the purpose for which they are required. All conditions and warranties, expressed or implied, whether by Statute, Common Law or otherwise as to the condition or fitness for any purpose of the goods are expressly excluded and the company shall be under no liability for any direct or consequent loss howsoever arising which may be suffered by the customer by reason of any defect or failure to perform on the part of the goods.

If any goods prove to be defective, the liability of the company shall for all purposes, be limited to the cost of making good the defects or, at our discretion, replacement of the goods. The company will only consider crediting in part or full in cases where it has been given a proper opportunity to make good any defects or to replace the goods, and only where the company has accepted liability.

We take no responsibility for the infringement of any patent or copyright or registered design or trade mark of any third party in the execution of the buyer's instructions and it is the buyer's entire responsibility to obtain any necessary licences or permissions and to indemnify us against all claims, actions, proceedings, costs and losses arising out of such an infringement.

Orders for the installation and erection of Signage are undertaken on the understanding that the buyer has complied with the requirements of the local planning and other interested official departments and the responsibility for obtaining any planning permission and permits is entirely that of the buyer.

Where signage is erected in the ground the responsibility for ensuring that no services such as water, gas, electricity, telephones or pipelines are likely to be interfered with, damaged, or obstructed is the responsibility of the buyer as is any interference damage or obstruction caused thereto by our staff or sub contractors in the event of the position of such services not being revealed (or being incorrectly revealed) to us. Likewise where a sign is erected on a structure it is the buyer's responsibility to ensure that the structure is of adequate strength and in good condition to bear the additional loads imposed thereon by the installation of the sign and fittings.

All "making good" charges and removal of debris from fixing sites are to be borne by the buyer, unless, with our specific prior agreement.

We do not accept any liability for printing errors arising from incorrect artwork supplied by others.

Price and payment

Except as otherwise expressly stated and contracted the company reserves the right to vary prices at any times without notice to the customer. Stated prices are exclusive of all value added taxes or duties. Prices do not include the cost of freight, carriage or packing, which will be additionally charged to the customer.

Unless credit terms have been agreed payment is to be made in full at the time of placing the order. The customer must pay for the goods within 30 days after the end of the month following invoice of the goods. The company reserves the right to charge interest at a rate of 5% above Yorkshire Bank plc base rate from the date on which payment is due until actual payment.

Payments of accounts should be made to our Registered Office at 1 Millfield Lane, Haydock WA11 9TW, and should be payable to Evolve Group.

Quotations are subject to withdrawal at any time before receipt of an order. All quotations will be deemed withdrawn if not accepted within 30 days from their date.

Cancellation

No order which has been accepted by the company may be cancelled by the buyer except with the agreement in writing of the seller and on terms that the buyer shall indemnify the seller in full against all loss (including loss of profit), costs, (including the cost of all labour and materials used), damages, charges and expenses incurred by the seller as a result of cancellation.