

Trading Terms – Sale of Goods and Services

- 1 These trading terms apply to any offer to supply any goods or services by Semaphore (Cardiff) Limited (hereinafter “the Company”) to any customer and to any contract which arises therefrom or for any other reason.
- 2 The terms herein override any contractual term that a customer may seek to impose on the Company and the entirety of the customer’s terms shall be of no effect. Any variation from the terms herein must be made in writing by a Director of the company and hand signed by that Director. Any concession made or latitude allowed by the Company, from time to time, shall not affect the rights of the Company under the contract. If in any particular case any of these terms, or part of a term, shall be held to be invalid, or shall not apply to the contract, the other parts of the term and the other terms shall continue in full force and effect.
- 3 Carriage or delivery terms are subject to variation by the Company without notice and are to be paid for at the prices current at the time of despatch from the Company’s premises unless quoted in writing as firm for acceptance within a specified period. The Company may, at its option, deliver in instalments and invoice accordingly.
- 4 Credit is extended to an approved customer on the following basis.
 - 4a. Payment shall be made not later than the 25th day of the month next following the date on the invoice.
 - 4b. A credit account may be terminated by the Company without notice, whereupon all debts will become due immediately.
 - 4c. All overdue payment shall be subject to an interest charge at a cumulative interest of 3% per month on a day to day basis from the date the payment became due until the date of payment. In the event of late payment, all debts to the Company, whether due or not, shall become due and payable immediately. A dishonoured cheque will be charged at £50 and all debts will become due immediately.
 - 4d. In the event of late payment, or of any other debt or claim by the Company, the Company reserves the right to charge for all communications in relation to its debt chasing activities or to a claim or matters leading up to a claim or following the issue of proceedings, as follows:- (i) £15 per telephone call (ii) £25 per email, fax or letter not exceeding one A4 page, thereafter £10 for each succeeding page (iii) £100 per letter from the Company solicitors or other Advisor/s and (iv) £200 for the issue of proceedings (litigation) plus court costs and the indemnification (plus 15%) of all other costs.
 - 4e. Payments made by the customer may be apportioned to any of the Company’s outstanding invoices as the Company sees fit. The customer shall pay each invoice in full and shall not be entitled to exercise any set off, lien or any other similar right or claim. In the event that an invoice is not paid in full by the due date (by reason of an alleged set off or for any other reason) the provisions of clause 4c and 10 herein shall apply.
- 5a. Any delivery or completion time/s or date/s given by the Company are approximations only and the Company shall not be liable for any loss or damage, whether direct or consequential, arising directly or indirectly from any delay in delivery or completion howsoever caused. The customer is advised to insure accordingly.

- 5b. If the Company is frustrated by the customer from completing the contract the Company may, at its option, consider the contract repudiated by the customer. In such circumstances the Company is at liberty to invoice at the full contract price.
- 6 The risks in goods (and the non delivery of goods), whether the property of the Company or the customer, shall pass to the buyer upon despatch of the goods from the Company's premises. In the event that the Company waives this condition in writing then Clause 7 herein will apply. The customer is advised to insure accordingly.
- 7 This condition only applies in the event that Clause 6 has been waived in writing. Any damage, discrepancy in delivery or non delivery must be notified to the Company within three days of actual or anticipated delivery, and in writing within seven days thereafter. If such notifications are not given as specified herein (time being of the essence) then all liability on the part of the Company for such damage, discrepancy or non delivery, howsoever caused and whether allegedly due to fault on the Company's part or not, shall cease. At the Company's option, it may use the services of TNT Express Services or other carrier (which term shall include any other delivery service). In that case the Company will be bound by the Conditions of Carriage of TNT Express, or other carrier, and the customer will have no better claim than that available to the Company. However, at the customer's request, the Company will consider assigning its rights against TNT, or other carrier.
- 8 The Company supplies a wide variety of products for a multiplicity of purposes and it has no control over the method or application of these products. For this reason, amongst others, the Company excludes all conditions and warranties express or implied as to the fitness of the goods supplied or their suitability for any purpose. This exclusion shall remain effective notwithstanding any technical or other advice the Company may have given to assist the customer. For these reasons the Company can accept no liability for any loss or damage arising out of the goods supplied by it, howsoever caused. The customer is advised to insure accordingly.
- 9 The Company accepts no liability for any loss or damage or consequential loss or damage arising out of any service supplied by it, howsoever caused. The customer must advise, in writing, the Company of any hidden or other potential obstruction or hazard that may be reasonably encountered by the Company's workmen or other employees. Failure to do so will render the customer liable (as a debt) to the Company for any damages, penalty, costs and expenses. The provisions of Clause 4d shall then apply. The customer shall indemnify the Company for any damages, penalties, costs and expenses caused to a third party during (or in consequence of) work being carried out by the Company for the customer, or any other third party claim. The customer is advised to insure accordingly.
10. Title in the goods shall remain the property of the Company until paid in full. This clause shall be read in conjunction with Clause 4(e) herein.
- 11 The customer hereby warrants that any instructions it may give the Company shall be free of any restrictions as regards letters patent, registered design, copyright or any other restriction of any sort. The customer shall indemnify the Company against any and all damages, penalties, costs and expenses to which the Company may become liable as a result of work done to the customer's instructions. The customer is advised to insure accordingly.
12. The Company does not accept liability for the loss of or damage to any print, negative, sample, computer disk or any other article of any description entrusted to the Company, other than, at the Company's discretion, the replacement of the said article as a raw material or blank computer disk, when easily and currently available. The customer is advised to insure accordingly.

13. The signatories to a customer's Credit Account Application shall be deemed to have agreed to be continuing guarantors of the customer's debts, from time to time, to the Company.
14. Nothing herein shall or shall be deemed to deny or remove any statutory right of the customer to the extent and in any case where it is prohibited or unlawful to deny such statutory right.
15. All contracts are to be submitted to the jurisdiction of the courts of England and Wales and governed and construed in accordance with the laws of England and Wales.

Effective 10th January 2006 (3)