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**Avon Displays Ltd**  
**Unit C1 Ashville Park**  
**Short Way**  
**Thornbury**  
**BS35 3UU**  
**TEL: 01454 411144**

## **Terms & Conditions**

**Standard terms & conditions of the sale of goods and provision of services**

General Notes:

- Signs and Displays produced by Avon Displays LTD are warranted for 12 months from the date of delivery/installation date, assuming the signs/displays have not been altered, modified or damaged by the Customer/Third Party in any way.
- Following delivery of goods/installation, it is the customers responsibility to inspect, clean and keep check on maintenance of the signage.
- It is the customers responsibility to check signage after any severe weather conditions, Avon Displays LTD is not responsible for any damages caused.
- Artwork proofs/designs provided by Avon Displays LTD must not be forwarded to other suppliers. Avon Displays LTD owns the rights to any artwork which have been sent to the customer under contact, unless purchased by the customer or discussed prior.
- Critical deadlines must be discussed when requesting a quotation. Measures that are out of Avon Displays LTD control including delays in materials/stock, government measures, restrictions, late alterations by customers etc may cause delays to agreed/confirmed dates.

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## 1. Interpretation

1.1 In these conditions:

“Conditions” means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Customer and Avon Displays.

“Contract” means the contract between the customer and Avon Displays for the supply of goods and/or services in accordance with these conditions.

“Customer” means the person whose order for goods and/or services is accepted by Avon Displays.

“Goods” means the goods which Avon Displays sells to the customer under these conditions.

“Processed/Approval” means acknowledgement of the quotation provided by the customer to Avon Displays in writing once the quotation/artwork has been sent.

“Quotation” means the quotation for the goods and services provided to the customer by Avon Displays in written form.

“Services” means any service provided to the customer under a contract.

“Avon Displays” means the Avon Displays business selling the goods and/or services, details of which are given in the quotation and/or whose details have been provided to the customer in writing.

1.2 Any reference to these conditions to provision of statute shall be construed as the reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

## 2. Making The Contract

2.1 Each quotation will be deemed to be an offer to the customer to buy the goods and/or services in accordance with these conditions. The contract is made when the quotation is accepted in writing by the customer, Avon Displays will then respond with a confirmation that the order is being processed. The contract will not be made until an order confirmation has been issued by Avon Displays.

2.2 The contract is subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions, all previous oral or written representations made by Avon Displays, but subject to the provisions of condition 2.3.

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2.3 No variation to these conditions shall be binding unless agreed in writing between authorised representatives of the customer and Avon Displays.

2.4 The customer must ensure that the terms of the quotation and any applicable specification are complete and accurate. If the customer wishes to amend any aspect of the information the customer has provided, they must contact Avon Displays immediately. Although Avon Displays will use reasonable endeavours to implement any such amendment which the customer requests, Avon Displays cannot guarantee that it will be able to do so after the order approval/confirmation has been given. If the amendment changes any other aspect of the quotation, for example the price, and Avon Displays is able and willing to amend it, then Avon Displays will send the customer a revised quotation and or artwork for approval.

2.5 All quotations are, unless agreed otherwise in writing, valid for 30 days only, or until earlier acceptance by the customer after which time they may be altered by Avon Displays, then reissued to the customer to include these changes.

2.6 Any advice or recommendations given by Avon Displays or its employees to the customer or its employees as to the application, suitability, storage or fitness for purpose for use of the goods which is not confirmed in writing by Avon Displays is followed or acted upon entirely at the customer's own risk and accordingly Avon Displays shall not be liable for any such advice or recommendations which is not so confirmed.

### **3. Provision of the Goods and Services**

3.1 The quantity, quality and description of and any specification for the goods and services shall be those set out in the quotation. It is the obligation of the customer to check the structure to which the goods are to be affixed unless a site visit has been requested/agreed. The customer acknowledges that following installation, they are responsible for the inspection, maintenance and repair of the goods supplied under contract.

3.2 If the goods are manufactured or any process is applied to the goods by Avon Displays in accordance with a specification submitted by the customer in writing, the customer shall indemnify Avon Displays against all loss damages costs and expenses awarded against or incurred by Avon Displays in connection with or paid or agreed to be paid by Avon Displays in settlement of any claim for infringement of any patent, copyright, design, trademark (whether registered or not), or other industrial or intellectual property rights of any third party which results from Avon Displays' use of any or all of the customer's specifications.

3.3 Avon Displays reserves the right to make any changes in the specification of the goods and/or services which are required to conform with any applicable legal or regulatory

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requirements (including but not limited to safety requirements) or which do not materially affect their quality or performance.

3.4 No order which has been accepted by Avon Displays may be cancelled by the customer except with the agreement in writing of Avon Displays and on terms that the customer shall indemnify Avon Displays in full against all loss (including loss of profit) costs (including the costs of all labour and materials used) damage charges and expenses incurred by Avon Displays as a result of cancellation.

3.5 Where a quotation is based upon information supplied by the customer, the customer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the customers responsibility.

3.6 All samples, drawings, descriptions, specifications, illustrations and advertising issued by Avon Displays or contained in any Avon Displays connected website or leaflets are published for the sole purpose of giving an approximate idea of the goods represented by or described in them.

3.7 At the request of the customer and at its cost, and the sole discretion of Avon Displays, Avon Displays may remove materials (including but not limited to the old signage) from the premises of the customer.

3.8 Avon Displays requires the customer, prior to the provision of the goods and/or services, to obtain any necessary consents, approval to the installation and/or application of the goods, including but not limited to any planning and/or landlords consents, council permission, the use of any logo, trade mark or design required for the goods (included but not limited to the right to use copyright and any other intellectual property rights in such logo, trade mark or design).

3.9 All intellectual property rights (including but not limited to copyright) arising from the creation of goods by Avon Displays shall remain the property of Avon Displays and the customer shall not copy or reproduce the goods without the prior written consent of Avon Displays.

## **4. Price of the Goods**

4.1 The price of the goods and services shall be the set price set out in the quotation, or where no price has been quoted or a quoted price is no longer valid, the price calculated by Avon Displays from its set price list.

4.2 Avon Displays reserves the right to increase the price of the goods and/or services to cover:

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- Any increase in the cost to Avon Displays which is due to any factor beyond the control of Avon Displays (such as without limitation to any foreign exchange fluctuation currency regulation, alternation of duties, significant increases in the costs of labour, materials or other costs of manufacture).
  - Any change in delivery dates quantities or specifications of the goods and services which are requested by the customer.
  - Any delay caused by any instruction of the customer or failure of the customer to give Avon Displays adequate information or instructions.
  - The costs of additional work carried out by Avon Displays to be able to perform the services (including but not limited to the preparation of surfaces to which goods are applied and the disposal of materials at the request of the customer).
  - To comply with any requirements referred to in conditions 2.4, 3.5 and 3.7.
  - Except as otherwise set out in the contract, all prices given by Avon Displays exclusive of: packaging and delivery of the goods to the customer's premises and any applicable value added tax or other applicable sales tax/duty, such sums shall be added to the price.

## 5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the customer and Avon Displays, Avon Displays shall be entitled to invoice the customer for the price of the goods and/or services on or at any time after delivery of the goods and/or performance of the services unless the goods are to be collected by the customer or the customer fails to take delivery of the goods and/or accept performance of the services after Avon Displays have notified the customer that the goods are ready to collect or a date for services to be provided has been agreed, Avon Displays shall be entitled to invoice the customer for the price at any time.

5.2 Payment terms will be confirmed when the quotation has been sent. New customers' payment terms are proforma meaning the payment is required prior to providing services such as design and illustration, this cost is included in the quotation. Other customers' payment terms are 30 days. Subject to condition 5.3 below, the customer shall pay the price of the goods and/or services within no more than 30 days of the invoice date. The time of payment of the price shall be the essence of the contract. Receipts for payment will only be issued on the request by the customer. Delivery notes will also be sent once the order has been completed.

5.3 If the customer fails to make any payment prior to or on the due date then without prejudice to any other right or remedy available to Avon Displays, Avon Displays will be entitled to:

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- Cancel the contract or suspend further deliveries of goods and/or provision of services to the customer.
  - Appropriate any payment made by the customer to such of the goods (or the goods supplied under any contract between the customer and Avon Displays) as Avon Displays sees fit (notwithstanding any purported appropriation by the customer).
  - Charge the customer interest (both before and after any judgement) on the amount unpaid at the rate of four percent as per the government law, until payment is made in full, a part of a month as a full month for the purpose of calculating interest.

## 6. Delivery

6.1 Delivery of the goods shall be made by the customer collecting the goods at the Avon Displays' premises at the arranged time once Avon Displays has notified the customer that the goods are ready for collection or if another location for delivery is agreed by Avon Displays delivering the goods to that place subject to condition 4.2. Provision of the services shall be made at the location notified by the customer on the agreed date after Avon Displays has notified the customer that the services are ready to be provided.

6.2 Any dates quoted for delivery of the goods and/or provision of the services are approximate only and Avon Displays shall not be liable for any delay in delivery of the goods and/or provision of services. Time of delivery and/or provisions shall not be of the essence unless previously agreed in writing by Avon Displays. The goods may be delivered and/or the services provided to the customer in advance of the estimated date quoted upon giving reasonable notice to the customer.

6.3 If the customer fails to take delivery of the goods or accept the provision of services, including failing to give Avon Displays adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the customer's control or by reason of Avon Displays' fault) than without prejudice to any other right or remedy available to Avon Displays may:

- Store the goods until delivery is rearranged, there may be an additional cost for this including insurance of storage.
- Avon Displays may deliver the goods by separate instalments and perform any services in stages. Each separate instalment or stage may be invoiced separately if there is time in between each stage.

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- Each instalment or stage will be a separate contract and, unless specifically set out in these conditions, no cancellation or termination of any one contract relating to an installment or stage will be entitled by the customer.

## **7. Risk and Property**

7.1 Risk of damage or loss of the goods shall pass to the customer:

- In the case of the goods to be collected at Avon Displays' premises at the time when Avon Displays' notifies the customer that the goods are available for collection.
- In the case of the goods being delivered to the location specified by the customer, if the customer fails to take delivery of the goods, from the time when Avon Displays has agreed delivery of the goods.

## **8. Warranties, Liabilities and Indemnity**

8.1 Avon Displays will within the period of 12 months from the date of delivery of goods and/or provision of services, in respect of goods and/or services which are provided to the reasonable satisfaction of both the customer and Avon Displays, to be damaged or defective, or not to comply with the agreed specification due to defects in the material, manufacture or design, (other than a design made, furnished or specified by the customer), repair or replace, such goods, and/or re-perform services to correct this.

8.2 In regards to condition 8.1, this obligation will not apply where:

- The customer has improperly used the goods in any way whatsoever, or the goods have been subject to misuse, unauthorised repair, damage, negligence, adverse weather conditions and/or alteration.
- The customer has not complied with any instructions relating to the preparation of the surfaces and areas to which the goods are supplied and/or such surfaces/area have been subjected to previous workmanship by a third party.
- Damage, discolouration or failure to painted surfaces has occurred through no fault of Avon Displays.
- Avon Displays carries out work which is not provided in the quotation and is beyond the scope of services.
- The customer has not complied with any instructions as to the use and care of the goods in all respects.

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- The customer has failed to notify Avon Displays of any problems or suspected problems within two days of the provision of services/supply of goods.

8.3 The above warranty does not extend to parts, materials or equipment not manufactured by Avon Displays in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Avon Displays.

8.4 Avon Displays accepts liability for personal injury or death caused by the negligence of Avon Displays or its employees (acting within the course of their employment, duties and the scope of their authority) and for any other matter which it would be illegal to exclude, attempt to limit or exclude its liability.

8.5 Except as provided in condition 8.4, Avon Displays will be under no liability to the customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for any damage or for any direct, indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

- Any breach by Avon Displays of any of the express or implied terms of the contract.
- Any of the goods and/or services (including but not limited to any use made by the customer of any goods or of any product incorporating any of the goods), or the manufacture, sale or supply, or failure/delay in supply, of the goods and/or services by Avon Displays or on the part of Avon Displays' employees, agents or subcontractors.
- Any non fraudulent statement made or not made, advise given or not given, by or behalf of Avon Displays.

8.6 Except as set out in condition 8.4, Avon Displays here by excludes to the fullest extent permissible in law, all express (other than those set out in the contract) or implied, statutory, customary clauses, warranties or stipulations or otherwise which, but for such exclusion, would or might subsist in favour of the customer, including but not limited to the terms implied by sections 13 to 15 of the Sales of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Service Act 1982.

8.7 The customer acknowledges that the provisions of this condition 8 are reasonable and reflected in the price which may be higher without those provisions, the customer will accept such risk and/or insure accordingly.

8.8 Avon Displays shall not be liable to the customer or be deemed to be in breach of the contract by any reason of any delay in performing or any failure to perform any of the Avon Displays' obligations in relation to the goods and/or services if the delay or failure was due to any cause beyond Avon Displays' reasonable control. Without prejudice to the generality of the



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foregoing, causes beyond the control of Avon Displays shall include (but not limited to) the following:

- Act of God, storm, explosion, flood, tempest, fire or accident.
- War (including threat of war), riot, civil commotion or malicious damage.
- Compliance with any law or government order, rule, regulation or direction.
- Import or export regulations or embargoes.
- Strike, lock-out or other industrial actions or trade dispute (whether involving employees, Avon Displays or a Third Party).
- Failure to utility service or transport network.
- Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- Power failure or breakdown of units or machinery (including Avon Displays or Third Party).
- Default of suppliers or subcontractors.

8.9 The Customer agrees to indemnify, keep indemnified and hold harmless Avon Displays from and against all direct, indirect and consequential loss (all three of which terms include but are not limited so, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgements which Avon Displays incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in the performance by the customer of any of the terms of the contract, including in particular but not limited to the customers ongoing obligations under condition 3.1.

## **9. Data Protection**

By placing a quotation, the customer allows Avon Displays to use the customers' personal details for the purposes of supplying the goods and performing the services (including passing the customer's details onto subcontractors) and for the marketing to it by Avon Displays. Avon Displays will not use the customer's details for other purposes without seeking the customers consent.

## **10. General**

10.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office, principal place of business or such other address may be at the relevant time have been notified pursuant to this provision giving notice.

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10.2 Avon Displays may transfer, assign, hold on trust, licence or subcontract all or any part of its rights or obligations under any contract.

10.3 Each and every contract is personal to the customer and the customer may not transfer all or any of its rights or obligations under any contract without the prior written consent of Avon Displays.

10.4 Neither party intends that any of the terms of any agreement will be enforceable by virtue of the contracts (Rights of Third Parties Act 1999) by any person not a party to it, save that Avon Displays Limited shall be entitled to enforce any provision of the contract.

10.5 No waiver by Avon Displays of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any provisions.

10.6 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

10.7 Any dispute arising under or in connection with these conditions and any contract shall be governed by and constructed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.