



distinctive • defined • designed



Dave Sanders
Raphael Contracting Ltd
Hi-Tec House
Roebuck Rd
Chessington
Surrey
KT9 1EU
United Kingdom

Signbox Limited
3 Egham Business Village,
Crabtree Road, Egham,
Surrey. TW20 8RB

Tel: 01784 438 688
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quotation

Quote Ref:	RH7532/1
Date:	15-Sep-09
Contact:	Dave Sanders
Tel:	020 8391 9100

Re : 210 Pentonville Rd - additional signs

Dear Dave

Further to your recent enquiry, I have pleasure confirming our quotation as detailed below;

Item	Qty	Description	Unit Price	Total
A	10	Wall mounted Pictograms each consisting of panel of silica acrylic 220 x 220mm with vinyl numerals to the reverse. Complete with 4no. brushed stainless steel 'Micro' fixings	£60.00	£600.00
B	1	Installation during normal working hours	£170.00	£170.00
			Sub Total	£770.00
			VAT	£115.50
			TOTAL	£885.50

I trust this meets your immediate requirements and look forward to your further instruction in the near future.

Yours sincerely,

Richard Hart
Senior Project Manager

richard@signbox.co.uk

Delivery : 1 - 2 weeks from receipt of order/approved artwork.

Payment : In the absence of agreed credit facilities a pro-forma payment will be required with the purchase order in order to process your requirements.

Signbox Terms & Conditions apply

Architectural Sign Solutions

Registered Office: Signbox Limited, Unit 3, Egham Business Village, Crabtree Road, Egham, Surrey, TW20 8RB Registered in England No: 1938493 VAT No: 413 9569 36

confirmation

I have read, understood and accept Signbox Terms & Conditions and herewith instruct you to proceed with our order detailed below;

Quote Ref RH7532 / 1

Signed _____

Print Name _____

Dated _____

Purchase Order No

terms and conditions of sale

GENERAL

These terms and conditions and the Signbox Quotation (" the Agreement") shall apply to the provision by Signbox Limited CRN 01938493 (" Signbox") to the Customer of the Goods and Services specified in the Signbox Quotation (the " Goods" and the " Services") to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to supply under any purchase order, confirmation of order, specification or other document) and no terms and conditions endorsed on, delivered with or contained in the Customer' s purchase order, order confirmation, specification or other document shall form part of the Agreement simply as a result of such document being referred to. Any order or other authority given by the Customer to proceed with the supply of Goods and/or the provision of Services, shall amount to the Customer' s acceptance of the Agreement. Signbox may withdraw Signbox Quotations at any time before acceptance by the Customer. All Signbox Quotations will be deemed withdrawn if not accepted within 60 days from their date. If the Customer accepts part only of a Signbox Quotation, Signbox reserves the right to vary any of the prices given in that Quotation in respect of the Goods and Services which have been accepted. However, no variation to the Agreement shall be binding unless agreed in writing between the authorised representatives of the Customer and Signbox. The Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English courts, save that Signbox shall be entitled to bring proceedings against the Customer in any other court which has jurisdiction.

PRICE AND PAYMENT

The price payable by the Customer for the Goods and Services is that specified in the Signbox Quotation. Stated prices are exclusive of all value added taxes or duty. Prices do not include the cost of freight, carriage or packing which will be additionally charged to the Customer. If the Customer fails to make any payment on the due dates specified in the Signbox Quotation, then without prejudice to any other right available to Signbox, Signbox shall be entitled to:

- (a) Cancel the Agreement or suspend the delivery of any Goods or provision of any Services to be provided to the Customer;
- (b) Appropriate any payment made by the Customer to such of the Goods or Services (or Goods or Services supplied under any other contract between the Customer and Signbox) as Signbox may think fit (notwithstanding any purported appropriation by the Customer). Unless credit terms have been agreed in the Signbox Quotation, payment is to be made by the Customer within 30 days of the date of invoice. Signbox reserves the right to charge interest at a rate 5% above National Westminster Bank Plc' s base rate from the date on which payment is due until actual payment has been received. Payments on account should be made to Unit 3, Egham Business Village, Crabtree Road, Egham, Surrey, TW20 8RB and cheques should be made payable to Signbox Limited. The Inland Revenue have accepted that Signbox are not deemed to be associated with the building industry and therefore are not within the province of the construction industry tax deduction scheme, as detailed in Appendix B of publication IR14/15 (CIS). There is therefore no restriction on Signbox being paid in full without deduction of tax.

DELIVERY

Delivery of the Goods and/or provision of the Services shall take place on the delivery date(s) specified in the Signbox Quotation or if no delivery date is specified, within 30 days of the date of the Signbox Quotation (the " Delivery Date") at the Customers place of business. Failure to deliver the Goods and/or provide the Services on the Delivery Date(s) shall not constitute a breach of the Agreement and the Customer shall not be entitled to rescind or repudiate the Agreement, in whole or in part, or claim damage for that failure. In the case of delivery of Goods and/or provision of the Services by instalments, the Customer will not be entitled to treat the delivery of faulty Goods and/or the provision of faulty Services in any one instalment, or the late delivery or late provision of any one instalment of the Goods and/or the Services, as a repudiation of the whole Agreement.

LOSS OR DAMAGE IN TRANSIT

Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or, if the Customer fails to take delivery of the Goods at that time, the time when Signbox has tendered delivery of the Goods. Signbox will not entertain a claim from the Customer in respect of loss or damage of the Goods in transit unless:

- (a) in the case of non-delivery, the Customer gives written notice to Signbox within 21 days of the Delivery Date;
- (b) in the case of damage in transit, the Customer gives written notice within 5 days of delivery;
- (c) in the case of Goods transported by an independent freight carrier, the Customer complying in all respects with the freight carrier' s conditions of carriage for notifying claims for loss or damage in transit as notified to the Customer;
- (d) Signbox is given all reasonable opportunity to inspect the damaged Goods; and
- (e) All sums due to Signbox in respect of the Goods in question have been paid in full.

Signbox reserves the right to make good any damage or defects notified to it by repair or replacement at its sole discretion, providing any defects are limited to faulty materials or workmanship and not a result of, wilful damage, negligence, incorrect storage or fixing, improper use, nor by fair wear and tear.

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 Agreement unless, within 10 days of receipt of the Goods and prior to their use or resale, the Customer gives written notice to Signbox specifying any alleged defect in quality or in any other respect in which the Goods are alleged not to be in accordance with the Agreement. The Customer shall be deemed to have accepted the Services and it shall be conclusively agreed that the Services are in accordance with the Agreement unless, within 10 days of completion of the Services, the Customer gives written notice to Signbox specifying any alleged defect in quality or in any other respect in which the Services are alleged not to be in accordance with the Agreement.

RESERVATION OF TITLE OF THE GOODS

Notwithstanding that the risk in the Goods has passed to the Customer:

- (a) title to the Goods remains with Signbox until such time as Signbox has received full payment in respect of the Goods from the Customer;
 - (b) Until title in the Goods has passed to Signbox, the Customer shall:
 - (i) hold the Goods on a fiduciary basis as bailee for Signbox;
 - (ii) store the Goods (at no cost to Signbox) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Signbox' s property;
 - (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (iv) maintain the Goods in satisfactory condition and keep them insured on Signbox' s behalf for their full price against all risks to the reasonable satisfaction of Signbox.
- On request the Customer shall produce the policy of insurance to Signbox. The Customer' s right to possession of the Goods shall terminate immediately if:
- (a) The Customer makes any voluntary arrangement with its creditors or becomes subject to administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (b) An encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Customer; or
 - (c) The Customer ceases, or threatens to cease to carry on business; or
 - (d) The Customer encumbers or in any way charges any of the Goods; or
 - (e) Signbox reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- Signbox shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Signbox.

LIMITATIONS OF LIABILITY

Signbox will make every reasonable effort to ensure that all Goods and Services comply with the specification agreed in the Signbox Quotation, but it is in all cases the Customer' s responsibility to ensure that the Goods are fit and suitable for the purpose for which they are required. If any Goods and/or Services prove to be defective, the liability of Signbox shall for all purposes be limited to the cost of making good the defects or, at Signbox' s discretion, replacement of the Goods or re-performance of the Services. Signbox will only consider crediting in part or in full in cases where it has been given a proper opportunity to make good any defects or to replace the Goods or re-perform the Services and only where liability has been accepted by Signbox expressly in writing.

Signbox reserves the right to make any changes in the specifications of the Goods which are required to conform with any applicable statutory or EC requirements or which do not materially affect their quality or performance. Where the Goods are being supplied to the Customer' s specifications, Signbox takes no responsibility for the infringement of any patent, copyright, registered design or trade mark or other intellectual property right (" Intellectual Property Right") of any third party in the execution of the Customer' s instructions and it is the Customer' s entire responsibility to obtain any and all necessary licenses or permissions and to indemnify Signbox against all claims, actions, proceedings, costs and losses arising out of any infringement. The Customer acknowledges that when preparing the Goods Signbox may create designs, drawings, specifications or other materials (" Materials"). The Intellectual Property Rights in these Materials shall (as between Signbox and the Customer) remain the exclusive property of Signbox. Signbox hereby grants the Customer a non-exclusive, perpetual, royalty free licence to use the Materials for the purposes envisaged by the Signbox Quotation. The Customer acknowledges that if it wishes to use the Materials for other purposes, it must first obtain the written consent of Signbox and further fees may be payable. The Services to be provided by Signbox under the Agreement shall be provided using reasonable skill and care.

The Customer shall ensure compliance with the requirements of the local planning and any other applicable regulations in connection with the provision of the Services by Signbox and the Customer shall be responsible for obtaining any necessary planning permission and permits. All charges levied by authorities in connection with the Services shall be borne by the Customer.

Where applicable, the Customer shall ensure that no service such as water, gas, electricity, telephones or pipeline are likely to be interfered with, damaged or obstructed

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location of such services, the Customer shall be responsible for any and all liabilities arising therefrom including (without limiting the generality of the foregoing) any reasonable costs incurred by Signbox as a result of such failure. Where the Services to be provided require the erection of a sign on an existing structure, the Customer shall ensure that the structure in question is of adequate strength and in a condition to bear the additional loads imposed thereon by the installation of the sign and fittings and the Customer shall obtain any rights to erect signs thereon which may be so required.

For the avoidance of doubt, the Customer shall inform Signbox of any particular requirements of the location for the provision of the Services. Signbox reserves the right to refrain from providing the Services where it reasonably believes that this may infringe any planning regulation, health and safety or other requirement.

Immediately following a request from Signbox, the Customer will reimburse Signbox for the reasonable costs relating to any such abortive Services.

Signbox shall not be liable for:

- (a) Any defect in the Goods or claims for breach of Intellectual Property Rights arising from any drawing, design or specification supplied by the Customer;
 - (b) Any defect in the Goods arising from fair wear and tear, wilful damage, use by unauthorised or inexperienced personnel, negligence, failure to follow Signbox' s instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Signbox' s approval;
 - (c) Any defect in the Goods if the Goods have not been paid for in full by the due date; or
 - (d) Any loss, damage, cost, expenses or other claims for compensation arising out of any breach by the Customer of its obligations under the Agreement. Subject as expressly provided in the Agreement, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- Signbox shall not be liable to the Customer by reason of any negligence or any other tortious action or any representation (unless fraudulent), or any implied warranty, condition or other term or under the expressed terms of the Agreement for:

- (a) Any loss of anticipated revenue; or
- (b) Loss of profits; or
- (c) Loss of business opportunity; or
- (d) Loss of goodwill; or
- (e) Damage to reputation; or
- (f) Any indirect, special or consequential loss or damage, costs, expenses or other such claims for compensation whatsoever; (whether caused by the negligence of Signbox, its employees or agents or otherwise) which arises out of or in connection with the Agreement.

The entire liability of Signbox in respect of any and all claims made against it by the Customer under or in connection with the Agreement shall not exceed the total price payable under the Agreement.

Notwithstanding anything to the contrary in the Agreement, Signbox' s liability to the Customer:

- (a) For death or personal injury caused by the negligence of Signbox, it' s employees, agents or sub-contractors; or
- (b) For fraud (including but not limited to fraudulent misrepresentation) is not limited (but nothing in this clause confers any right or remedy upon the Customer to which it would not otherwise be entitled).

TERMINATION

Either party may terminate the Agreement at any time on 30 days prior written notice to the other. Either party may terminate the Agreement at any time if the other party commits a material breach of the Agreement, and where capable of remedy, fails to remedy that breach within 30 days of a written notice specifying that breach and requiring its remedy. Signbox may terminate the Agreement immediately if:

- (a) The Customer makes any voluntary arrangement with its creditors or becomes subject to administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) An encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Customer; or
- (c) The Customer ceases, or threatens to cease to carry on business; or
- (d) Signbox reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly. On termination of the Agreement for any reason, Signbox shall be entitled to invoice for all the fees attributable to the work undertaken and expenses incurred by Signbox to the date of termination at the rates set out in the Signbox Quotation (insofar as such sums have not previously been invoiced) and all invoices shall become immediately due and payable.

CANCELLATION

No order which has been accepted by Signbox may be cancelled by the Customer except with the Agreement in writing of Signbox and on terms that the Customer shall indemnify Signbox 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 Signbox as a result of that cancellation.

DATA PROTECTION

Any personal information collected by Signbox in connection with the Agreement will be used strictly in accordance with the provisions of the Data Protection Act 1988 and any other applicable laws.

GENERAL

If any provision of the Agreement shall be found by any court of administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not effect the other provisions of the Agreement and all provisions not affected by that invalidity or unenforceability shall remain in full force and effect.

The Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of the Agreement shall supersede any previous agreements. For the avoidance of doubt, nothing in the Agreement is intended to confer on any third party any benefit or the right to enforce any term of the Agreement.

July 2006