

Terms and Conditions of Sale

These Terms and Conditions of Sale apply to all Goods and Services provided by Neo Neon Signs Ltd ("Neo Neon Signs") to the purchaser of those goods ("the Client").

In the event that other terms and conditions are imported into any contractual documentation between Neo Neon Signs and the Client then, unless specifically authorised in writing by a director of Neo Neon Signs, these Terms and Conditions of Sale shall prevail.

1. Ordering

1.1 Clients are strongly recommended to place orders in writing. Orders should clearly state the Client's particular requirements. Neo Neon Signs will not be responsible for errors or omissions due to oversight or to misinterpretation of the Client's verbal instructions.

1.2 Quotations are only for work according to original specifications. If through the Client's error, or omission, work has to be redone or alterations or additions to specifications are required, then Neo Neon Signs may make an additional charge. In the event that an order is cancelled or suspended by the Client, then Neo Neon Signs may immediately require the Client to pay for work done to the date of cancellation or suspension.

1.3 A quotation, unless previously withdrawn, is valid only for 30 days from the date it is given, unless otherwise specifically stated in the quotation form. Following this a new quotation will be required for any goods or services ordered.

2. Price

2.1 Neo Neon Signs reserves the right to charge for height equipment that may be required to install signage in addition to the amount shown in the quotation, acceptance of order, or other document.

2.2 Permit fees, drawing and engineer's calculations, and other additional charges necessarily incurred to fill an order, are in addition to the quoted price. Quotations do not include the cost of primary wiring. If primary wiring is required, then a separate quote will be given for that part of the work.

2.3 Goods and Services Tax shall be payable by the Client in addition to the quoted price, payable upon demand.

2.4 Quoted prices are based on the cost of materials, labour, and services as at the date of the quotation. Should there be any increase in these costs, as are necessarily incurred by Neo Neon Signs in completing the order, then such increases may, at Neo Neon Signs sole discretion, be added to the quoted price, payable at the same time, and in the same manner as the balance of the quoted price.

3. Payment Terms

3.1 Payment for Goods and Services shall be made in full on the due date stated on the invoice.

3.2 Interest may be charged on any amount owing after the due date at the rate of 14% per month or part month.

3.3 Any expenses, disbursements and legal costs incurred by Neo Neon Signs in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

4. Title and Security Personal Property Securities Act ("PPSA")

4.1 Title in any Goods and Services supplied by Neo Neon Signs passes to the Client only when the Client has made payment in full for all Goods and Services provided by Neo Neon Signs. Until all sums due to Neo Neon Signs by the Client have been paid in full, Neo Neon Signs has a security interest in all Goods and Services.

4.2 In respect of the security interest created by Clause 4.1 hereof:

- (a) The Client shall not allow any goods subject to such security interest to become an accession to other goods.
- (b) The Client waives its right to receive a copy of any verification statement following registration of the supplier's security interest.
- (c) Neo Neon Signs may allocate any payment received from the Client against any debt owed by the Client, in any manner that Neo Neon Signs may decide, notwithstanding any purported allegation by the Client.
- (d) Where any amount owed between the Client and Neo Neon Signs is overdue, then Neo Neon Signs may enter any premises at which it believes such goods are located, to seize those goods, and to dispose of them as Neo Neon Signs thinks fit, to apply such proceeds towards the amount then outstanding to Neo Neon Signs. The Client hereby irrevocably authorises Neo Neon Signs, and any of its agents or servants, to enter such premises, to locate, inspect, and/or seize such goods.
- (e) Neo Neon Signs will not be liable to the Client or any other person for the exercise of any of its rights under this clause.

5. Warranty/Indemnity

5.1 Whilst all care and attention is undertaken by Neo Neon Signs to deliver and/or install goods of the highest quality, and to ensure that all components are purchased from reputable manufacturers, Neo Neon Signs does not guarantee the manufacture of such items. Where any defect or alleged defect is beyond the ability of Neo Neon Signs to control quality, Neo Neon Signs has no liability. Any defects due to faulty workmanship must be notified within 7 days after delivery. Any such defects will, at the discretion of Neo Neon Signs, be repaired or replaced free of charge.

5.2 Other than as provided in Sub clause 5.1 hereof all warranties, representations or promises howsoever made, whether expressed, or implied by law are excluded and negated. In particular, where the Client acquires or holds itself out as acquiring, the goods for the purposes of a business the Consumer Guarantees Act 1993 will not apply.

5.3 Notwithstanding any other provision herein the total liabilities of Neo Neon Signs will at all times be limited to replacing goods or materials or workmanship which is defective to the value received by Neo Neon Signs under the relevant contract. No claim for consequential losses or damages of any kind will apply.

6. General

6.1 The person signing any quotation on behalf of the Client acknowledges that they have authority to bind the Client.

6.2 Unless it is specifically agreed in writing to the contrary Neo Neon Signs retains all intellectual property rights, including copyright, patents, registered designs, or protection of confidential information in respect of any works undertaken by Neo Neon Signs for the Client.

6.3 Neo Neon Signs reserves the right at any time to vary these Terms and Conditions of Sale, by notification to its customers.

6.4 No claim relating to Goods and Services will be considered unless made within seven (7) days of delivery.