

QM074	Signwaves Terms & Conditions (Website)		
Approval Date:	26-10-2023	Approved By:	K. Gedge
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Signwaves Conditions of Sale

Definitions

'The Company' means Signwaves Limited, 'the Customer' means the person, firm, company or corporation who orders, purchases and/or contracts to order or purchase goods of the Company.

General

All quotations are made and all orders are accepted subject to the following terms and conditions.

Any terms and conditions contained in any acceptance of this quotation which vary, are contrary to or additional to those herein contracted shall be void and of no effect. A customer desiring any reasonable amendment of those terms should communicate with the Company before forwarding an acceptance. No amendment of these terms shall be valid unless made in writing and signed by the Company.

Before using any of our products, the customer shall determine the suitability of the product for its intended use, and the customer assumes all risks and liability whatsoever in connection herewith. Signwaves shall not be liable either in tort or in contract for any loss or damage - direct, incidental or consequential, arising out of the use of, or the inability to use, any of our products.

Description of Goods

All specifications, drawings, illustrations, particulars of weight and dimensions issued by the Company are approximate only and do not form part of any terms, conditions or warranties of any contract entered into by the Company. The Company may vary such specifications, drawings, illustrations, particulars of weight and dimensions at any time and for whatever reason, without having to give a reason or explanation.

Catalogues, Prices etc.

Catalogues, brochures and price lists and all other advertising matter are only an indication of the type of goods offered by the Company they shall not constitute a sale by description. All prices therein are intended to be correct at the date of publication but are subject to increase, alteration or withdrawal without notice.

Quotations

All quotations made are applicable only to quantities specified and are valid for 30 days from the date of quotation. The Company reserves the right to increase its price to take account of variations in labour, material or other costs between the date of quotation and the last date of delivery of the goods.

Orders

- a. Verbal orders must be confirmed in writing within 48 hours.
- b. If the Customer cancels any order before its completion he shall immediately thereupon become liable to pay to the Company a sum equal to the cost of the labour, materials and overheads expended in the execution of the said order up to and including the date of the receipt of such cancellation plus the amount of the profit which the Company would have made but for such cancellation.

Delivery and Passing of Risk

- a. Any dates and times quoted for delivery are to be treated as an estimate and the Company shall not
- b. be liable whatsoever for failure to deliver by such date or time.
- c. The risk in the goods shall pass to the Customer on delivery to the Customer's premises or to any
- d. person or party authorised by the Customer to receive goods.
- e. We shall not be responsible for loss arising from delay or failure to deliver arising from Force Majeure.
- f. The obligation to finance the treatment, recycling and recovery of end of life EEE passes to resellers of products covered by the regulations upon transfer of title to the goods.

Retention of Title

Goods shall remain the property of the Company until payment in full has been received. Until title to the goods passes to the Customer he shall hold the goods for the Company and shall store the goods in such a manner as they are readily identifiable as the property of the Company. Ownership of all tooling and film positives rests with the Company.

Intellectual Property

Ownership of all intellectual property rights in relation to design work carried out by the company rests with the company unless otherwise provided for by a separate agreement.

Carriage

Goods will be despatched by the most convenient means unless otherwise agreed in writing and carriage will be charged at cost.

Loss or Damage in Transit

The Customer should notify, in writing, the Company and the Carrier within 3 days of delivery, any damage or loss of goods in transit. Non-delivery should be notified in writing within 14 days of the date of invoice.

Payment

- a. Where credit terms have not been agreed, payment should be made in full with order or, where appropriate, immediately prior to despatch of the goods.
- b. Unless otherwise agreed in writing the Company's credit terms are 30 days from date of invoice. The company reserves the right to refer any unpaid invoice beyond this point to a professional debt collection agency who will add a surcharge of 15% of the invoice total plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- c. Where payment is not normally to be made until after delivery and the latter is delayed by the Customer's inability or unwillingness to accept such delivery at the time the goods are ready for despatch, the Company reserves the right to demand immediate payment in full after giving notice of its readiness to deliver the goods and to charge the Customer any storage expenses it may have to incur, all such storage being entirely at the Customer's risk.

Defects

The Company shall not be under any liability to the Customer or to any third party in respect of defects in goods delivered whether patent or latent or for any injury, damage or loss resulting directly or indirectly from such defects howsoever caused. Without prejudice to the foregoing the Company reserves the right at its sole discretion to make replacement of goods or parts in respect of any complaint in writing relating to alleged defects received by the Company within one month of the date of delivery. The date of delivery for the purpose of this clause shall be the date of delivery to a carrier by the Company.

Warranties

All statutory warranties and conditions are hereby excluded as well as all warranties and conditions made orally or in writing by whosoever given which vary or are contrary to or in addition to the above terms of business except those (if any) provided for by the note to Clause 2 hereof.

Law

The contract shall be subject to the Laws of England and construed in all respects as an English Contract.

Terms and Conditions of Purchase

1. DEFINITIONS

- 1.1 **"Purchaser"** means Signwaves Ltd or Associate Company thereof and on whose behalf an order is placed.
- 1.2 **"Supplier"** means the person, firm, company, agency or entity with whom an order is placed.
- 1.3 **"Goods and Services"** means the articles, material, plant, equipment or services or any combination of these described in an order and to be supplied by the Supplier.
- 1.4 **"Contract"** means an agreement to purchase made subject to these Terms and Conditions of Purchase.
- 1.5 **"Acceptance"** and **"accepted"** in relation to goods shall bear the meanings they possess under the **sale of Goods Act 1979**.

2. SOLE CONDITIONS — Application of Terms and Conditions

- 2.1 These Terms and Conditions shall apply to all contracts by the Purchaser for the purchase of goods, services or the carrying out of works to the exclusion of any other terms and conditions unless otherwise agreed in writing and duly executed as part of a Purchase Agreement.
- 2.2 Any previous terms and conditions, whether suggested in the course of negotiations or otherwise, shall be of no effect, the only terms and conditions shall be:
- 2.2.1 These Terms and Conditions of Purchase; unless expressly over-ridden in the form of the contract Agreement,
- 2.2.2 Such Terms and Conditions, if any, set out and/or shown or referred to in the Purchase Order and
- 2.2.3 Those Terms and Conditions which are implied by English law except insofar as the same may conflict with .1 and/or .2 hereof and in the event of any such conflict the Terms and Conditions referred to in .1 and .2 shall prevail.
- 2.2.4 If any of these terms of contract conflict or contradict then those terms will over-ride each other in the following order of priority: (1) any express written agreement from us; (2) our order; (3) these Terms.
- 2.3 Any written, printed or standard terms and conditions contained in any document emanating from the Supplier shall have no legal effect whatsoever. Any such terms and conditions appear in the documents only because they are printed thereon and the Supplier waives any rights he may otherwise have to rely on such terms and conditions.

- 2.4** In the absence of any acknowledgement or other correspondence in regard to receipt of this order, acceptance of these Terms and Conditions shall be deemed to be complete. In any case, the Contract shall be concluded on these Terms and Conditions as soon as the supplier takes any step to deliver goods ordered, or carry out works, or otherwise takes any action in part performance of the Contract.

3 GOODS

3.1 Description and Quality:

- 3.1.1** The following provisions of this Condition shall apply without prejudice to any other rights of the Purchaser, whether arising pursuant to the express or the implied terms hereof, at common law or otherwise howsoever.
- 3.1.2** The Purchaser reserves the right to change specifications. Any difference in price required by such changes shall be equitably adjusted and the agreement shall be modified in writing accordingly.
- 3.1.3** The goods shall be supplied in strict accordance with the description and specification contained or referred to in this order and shall not exceed the quantity specified. No substitute materials should be used without the prior written consent of the Purchaser. The Purchaser shall not be liable for any excess costs or charges due to deviations from the description and/or specification and/or stated quantity without prior agreement. If an agreed deviation to specification or description would reduce your costs the contract price will reduce to fairly reflect that saving.
- 3.1.4** If a supplier/sub-contractor is defined within the Purchasers order the Supplier shall not change the source of supplier/sub-contractor without approval from the Purchaser.
- 3.1.5** The goods supplied shall be of merchantable quality and fit for their purposes. The goods shall comply with all statutory and other legal requirements, all relevant standards and Codes of Practice, and contain no deleterious, hazardous or defective materials or components. The Supplier shall inform the Purchaser of changes to location/processes/products/suppliers/sub-contractors that may affect the quality/safety or environmental impact of the product supplied to the Purchaser. The purchaser reserves the right to reject any of the goods which are faulty and do not strictly conform to the quality, quantity, standard or description as specified in this order or which do not conform to sample. The Purchaser may return any rejected goods at the Supplier's risk and expense.

3.2 Documentation

- 3.2.1** Delivery notes must be forwarded with the goods on the day of dispatch.
- 3.2.2** The Purchaser's purchase order number, call off reference and date thereof, and, where applicable, the shipping reference number, part numbers and quantity in each container, must be quoted on all correspondence, including delivery notes and invoices.
- 3.2.3** Separate invoices must be sent for each delivery and no sum may be invoiced after 6 months.
- 3.2.4** Save as in herein expressly provided this agreement can be modified or varied only in writing signed by both parties and their duly authorized agents.
- 3.2.5** The Supplier shall notify Purchaser regarding any changes of manufacturing facility location.

3.2.6 Documentation for imports

- 3.2.6.1** A full set of negotiable documents for presentation to Shipping Cost Carriers and Customs & Excise should be available to the Purchaser's clearance agents in sufficient time prior to arrival of vessel to enable clearance to be made. Extra costs incurred due to late documents will be passed back to the Supplier.
- 3.2.6.2** Records are to be retained for seven years. No disposal of records is to be undertaken by Supplier without the written authority of the Purchaser.

3.3 Delivery

- 3.3.1** All goods shall (unless otherwise agreed) be delivered, insured and carriage paid, to the delivery address specified on the purchase order or as directed by the Purchaser.
- 3.3.2** The goods shall be properly marked and packed, and protected against damage and deterioration in transit.
- 3.3.3** The Purchaser reserves the right to change delivery date.
- 3.3.3** Unless otherwise agreed in writing between the Purchaser and the Supplier, **time shall be of the essence** and the delivery date or dates specified in this order shall be a condition of the Contract.
- 3.3.4** The Supplier shall promptly notify the Purchaser in writing of any delay in delivery and the likely duration of the delay. The Purchaser shall on receipt of such notice or on non-delivery of the goods on the specified date, have the option to treat the contract as repudiated and place orders elsewhere, and in the event of such action the Purchaser will not be guilty of any breach of the contract.

3.3.5 The Purchaser shall not be required to take delivery prior to the agreed date.

3.3.6 Shipping terms shall be in accordance to Incoterms 2020.

3.4 Title

3.4.1 The property in the goods shall pass to the Purchaser on delivery or when the goods are appropriated to the Contract, whichever is the earlier.

3.4.2 Any goods provided by us to you on a free issue basis will remain our absolute property throughout, and will be at your risk while the goods are, or are supposed to be, in your possession. You are not to part with possession (save to us) unless with our express prior consent.

3.5 Risk

3.5.1 All goods ordered shall be at the Supplier's risk until delivered in accordance with the Contract and accepted at the delivery address stated overleaf or as directed by the Purchaser. You will insure yourselves and any product, tooling or equipment held by yourselves and owned by the Purchaser against all normal insurance risks relevant to your work for us, on terms and for amounts consistent with normal business prudence. You will demonstrate to us the terms and currency of any such insurance upon request.

3.6 Returnable Packages

3.6.1 The Purchaser shall not be liable to return any packing materials, cases or other containers unless it has been agreed in writing to do so.

3.6.2 Returnable packages shall be at the Supplier's risk except while in the Purchaser's custody.

3.7 Price and Payment

3.7.1 The Purchaser will only be responsible for prices or charges payable that are stated on the purchase order. These prices will assume that (unless otherwise expressly stated) all incidental expenses, taxes, levies, duties, imports and the like are included.

3.7.2 When invoices subject to discount are not posted on the date thereof, the discount period will be calculated from the date the invoices are received by the Purchaser.

3.7.3 Unless the purchase order otherwise states, payment for goods accepted by the Purchaser will normally be made at the end of the month following the month of delivery.

3.7.4 We will be entitled to set off against the price any money owed to us by you.

3.8 Patents, trademarks, etc.

3.8.1 The Supplier guarantees that the sale or use of the good will not infringe any British or foreign patent, copyright, trade mark, trade name, registered design, or other intellectual property right, and undertakes to indemnify and keep the Purchaser indemnified against all actions, judgments, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement, and undertakes at his own expense to defend or assist in the defence of any suit or action which may be brought in this connection.

3.9 Inspection

3.9.1 The Purchaser shall have a reasonable time after delivery within which to inspect the goods. The Purchaser shall not be deemed to have accepted the goods, nor shall the property within the goods pass from the Supplier to the Purchaser, until the Purchaser has completed his inspection and has acknowledged that they correspond with the specifications, requirements or samples as notified to the Supplier. Where the inspection of the goods has been made before delivery and the Purchaser has acknowledged that they correspond with its specifications, requirements or samples as notified to the Supplier, the property in the goods shall pass when the Supplier delivers the goods to the Purchaser at the place designated by the Purchaser. If the Purchaser refuses to accept the goods or part of them, having the right to do so, it will be at the Suppliers expense, return the goods to the Supplier or otherwise dispose of them as the Supplier shall reasonably request. The cost of inspection of goods rightfully rejected shall be charged to the Supplier. If part only of the goods are found on inspection to be defective or not in accordance with the Purchasers specifications, requirements or samples, the Purchaser shall have the right to cancel any unshipped portion of the order.

3.9.2 The Supplier may be given the opportunity to inspect goods rejected by the Purchaser within 7 days of notification by the Purchaser. At the end of this period the goods will be dispatched without further notice to the Suppliers address.

3.9.3 Payment for goods prior to inspection or failure to inspect the goods shall not constitute acceptance thereof and is without prejudice to any and all claims the Purchaser may have against the Supplier.

3.9.4 The risk of loss or damage to the goods shall remain with the Supplier until the property in the goods has passed to the Purchaser.

- 3.9.5** The Purchaser has the right, at its expense, to engage an independent inspection, to inspect and/or test the purchased goods prior to shipment. The Supplier shall provide all reasonable facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. Based upon such an inspection, the Purchaser has the right to reject non-conforming or defective purchased goods and/or packaging or to require their correction.
- 3.9.6** Furthermore, the Purchaser, including its customers and any regulatory authorities, reserves all right of access to records and applicable areas of the Suppliers facilities, to include the entire supply chain in fulfilling this purchase order.

4. INDEMNITY and LIABILITY

- 4.1** Without prejudice to any other rights of the Purchaser whether arising pursuant to the express or implied terms hereof, at common law, by statute, or otherwise howsoever, the Supplier shall indemnify the Purchaser against each and every of the matters set out hereafter to the extent that the same is caused by defective design, workmanship or materials, or by any defect in the goods supplied or by the failure of the Supplier to supply the goods in accordance with the terms of the Contract, or by any other breach, default, negligence or non-compliance of the Supplier or his sub-contractors (if any) relating to or in connection with this order;
- 4.2** Any loss, expense, damage or injury whatsoever and whensoever arising suffered by the Purchaser;
- 4.3** Any liability of the Purchaser to a third party whatsoever and whensoever arising;
- 4.4** Any consequential or indirect loss or damage whatsoever and whensoever arising, including without limitation loss of profits, loss of reputation, loss of use or loss of contract, sustained by the Purchaser or for which the Purchaser may be liable;
- 4.5** Any claim in respect of or any liability for breach of any statutory or common law duty;
- 4.6** All legal costs or expenses, or expert's fees.

5. FORCE MAJEURE

- 5.1** Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from Force Majeure, provided that the party affected shall promptly notify the other in writing of the reasons for the delay. Such delay or failure shall not constitute a breach of the Contract and the time for administration shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than sixty (60) days nothing in this Clause shall be taken to limit or prevent the exercise by the Purchaser of its rights of cancellation under Clause 8.

- 5.2** For the purposes of the Contract "Force Majeure" shall mean Act of God, lock-out, strike, industrial dispute, embargo, accident, civil commotion, riot, war, fire, breakdown, inclement weather, shortage of materials, interruption of transport, Government action or any other cause whatsoever beyond reasonable control of the party affected.

6. BREACH

- 6.1** The following provisions of this Condition shall apply without prejudice to any other rights of the Purchaser, whether arising pursuant to the express or implied terms hereof, at common law or by statute or otherwise howsoever.
- 6.2** Any breach of any term of this order or of any of these Conditions by the Supplier regarding time of delivery shall (whether or not the Purchaser has accepted the goods or any part thereof, and whether or not the property in the goods has passed to the Purchaser) entitle the Purchaser at its option either to treat the Contract as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.
- 6.3** If at any time after acceptance by the Supplier of an undelivered order the Supplier (being an individual) commits an act of bankruptcy or compounds or makes any arrangement with his creditors, or the Supplier (being a company) goes into liquidation either voluntarily or compulsory (except a voluntary solvent liquidation for the purposes of amalgamation or reconstruction) or has a receiver or administrative receiver appointed over any of its assets, or applies for or is the subject of an administration order the Purchaser may at its option cancel any such order by written notice to the Supplier, without any liability whatsoever on the part of the Purchaser. The provisions of Condition 7 shall not apply to any such cancellation. On cancellation pursuant to this Condition:
- 6.3.1** The Contract price shall cease to be payable;
- 6.3.2** Any sums previously paid by the Purchaser to the Supplier shall be repaid; and
- 6.3.3** the Purchaser shall not be liable for any loss or damage, including consequential or indirect loss, howsoever arising, suffered by the Supplier or any third party as a result of such cancellation.
- 6.4** No waiver by either Supplier or Purchaser with respect to any breach or default of or with respect to any provision or condition of this order and no course of dealing shall be deemed to constitute a waiver or any other breach or default of or with respect to the same or any other provisions or condition of this agreement.
- 6.5** No time given or concession made on the part of the Purchaser shall be construed as a waiver of any of its rights or remedies

7. CANCELLATION

- 7.1** Without prejudice to any other rights of the Purchaser, whether arising pursuant to the express or implied terms hereof, at common law or by statute or otherwise howsoever, the Purchaser shall have the right to cancel this order in whole or in part at any time for any reason whatsoever by giving the Supplier notice thereof in writing. In such event the Purchaser shall pay to the Supplier (except where the order has been cancelled due to breach or anticipatory breach by the Supplier) the cost of all goods delivered in accordance with the Contract at the time of cancellation, and a fair and reasonable sum for all materials used and work done up to the time of the cancellation, whereupon the property in such materials shall pass to the Purchaser. The Purchaser shall not be liable for any loss or damage including consequential or indirect loss or damage suffered by the Supplier or any third party as a result of such cancellation. Cancellation pursuant to this provision shall be without prejudice to any liability of the Supplier to the Purchaser.

8. WARRANTY

- 8.1** Without prejudice to any other rights of the Purchaser, whether arising pursuant to the express or implied terms hereof, at common law, or by statute or otherwise howsoever, if, within a period of 12 months from the date of delivery or the completion date of the works (as the case may be), the goods or the works or any part thereof are found not to be or to remain of merchantable quality or fit for their purposes, or show any defects in design, workmanship or materials or are found not otherwise to comply with the Contract (such failures and defects being hereinafter referred to as 'defective goods' or defective works' as appropriate), the Purchaser may at its option either:

- 8.1.1** Require the Supplier to repair or replace such defective goods or defective works to the satisfaction of the Purchaser (in which case this Condition shall apply to the repaired or replacement goods or works, the applicable period of 12 months running from the date of repair or replacement); or

- 8.1.2** Reject such defective goods or defective works, in which case:

- 8.1.2.1** in the case of defective goods, the Purchaser shall return the same to the supplier at the Supplier's risk and expense and the Purchaser shall be entitled to purchase equivalent goods elsewhere and any additional expense incurred in connection therewith shall be reimbursed in full forthwith by the Supplier; or

- 8.1.2.2** In the case of defective works, the Purchaser shall be entitled to have the defective works repaired or replaced by others and any additional expense incurred in connection therewith shall be reimbursed in full forthwith by the

Supplier

9. COMPLIANCE WITH STATUTES, ETC.

- 9.1** Without prejudice to any rights of the Purchaser, whether arising pursuant to the express or implied terms hereof, at common law, by statute or otherwise howsoever, the Supplier warrants that the goods and/or works comply in all respects including their quality, design, materials, construction and workmanship with all statutes, statutory rules, orders, regulations and Codes of Practice which may be enforced or which may in any way apply to the goods. The Supplier undertakes to indemnify the Purchaser and keep it indemnified against all loss, damage (including any consequential or indirect loss or damage), costs, expenses, claims and proceedings whatsoever which the Purchaser may suffer or incur or to which the Purchaser may be subjected by reason of any breach of the said warranty.

10. ASSIGNMENT

- 10.1** The Supplier shall not without the prior written consent of the Purchaser assign or sub-contract any contract or any part thereof (except for materials and minor details the makers or suppliers of which have specified in this order). Any such consent shall not, in the case of sub-contracting, relieve the Supplier of his obligations or any liability arising under the Contract or these Terms and Conditions of Purchase.

11. HEALTH AND SAFETY

- 11.1** Without prejudice to the generality of the foregoing clauses and statutes, all packing (including containers, wrappings and pallets) shall be safe and without risk to the health and/or welfare of the Purchaser's business and persons using the Purchaser's premises.

12. CONFIDENTIALITY AND ADVERTISING

- 12.1** The Supplier shall treat this order and all designs, drawings, specifications and information supplied therewith or subsequent thereto as confidential and shall not disclose the same to any third party without the Purchaser's prior written consent or infringe any copyright, patent, trade mark, trade name, registered design or other intellectual property right vested in the Purchaser.
- 12.2** Furthermore, all tools, patterns, samples, documents and other information supplied by the Purchaser or created by the Supplier for the Purchaser shall at all times remain the exclusive property of the Purchaser and be subject to recall by the Purchaser at any time.

12.3 The Supplier shall not without first obtaining permission in writing advertise or publish the fact that they supply goods, materials and services to the Purchaser nor to any of the Purchasers customers.

12.4 The Supplier shall not manufacture, sell or supply directly or indirectly for the benefit of itself or any third party any item made in accordance with the Purchasers information, specifications, designs, drawings or samples without the Purchasers prior written consent.

13. SEVERANCE

13.1 In the event of the invalidity or unenforceability of any of these Conditions or any paragraph, sub-paragraph or part thereof, the same shall be severed and shall not affect the validity or enforceability of the remaining provisions hereof.

14. NOTICES

14.1 Any notice to be given pursuant to these Terms and Conditions of Purchase shall be in writing and addressed to the Supplier at the last address which the Supplier shall have notified in writing to the Purchaser for the purpose. Or failing such notification shall be at the Supplier's registered office or principal place of business.

15. GOVERNING LAW

15.1 The Contract is made in England and, together with these Terms and Conditions of Purchase shall be governed by and construed in accordance with English law. All parties to the Contract agree to submit to the exclusive jurisdiction of the English Courts for the purpose of determining any claim, dispute, or difference arising under, in relation to, or in connection with the Contract or these Terms and Conditions of Purchase.

Terms of Website

This Agreement sets forth the terms and conditions that govern your access and use of the Signwaves website.

Please read this document carefully before accessing or using the site. By accessing or using the site, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the site and should immediately cease such use. Signwaves may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on the site. You agree to review the agreement periodically to be aware of such modifications and your continued access or use of the site shall be deemed your conclusive acceptance of the modified agreement.

1. Copyright, Licenses and Idea Submissions

Domestic and International copyright and trademark laws protect the entire contents of the Site. The owners of the intellectual property, copyrights and trademarks are Signwaves, its affiliates and subsidiaries or other third-party licensors.

You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the site, including text, graphics, code and/or software.

Subject to more specific terms on individual Signwaves websites, you may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials (certain areas require paid license fee prior to downloading any material). You agree to grant to Signwaves a non-exclusive, royalty-free, worldwide, sub licensable, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the site (such as bulletin boards, forums and newsgroups) or by e-mail to Signwaves by all means and in any media now known or hereafter developed.

If you believe that content appearing on the site constitutes copyright infringement of another party's rights, please contact marketing@signwaves.co.uk.

2. Trademarks

Any names of Signwaves, or its websites, trade shows, publications, products, content or services referenced herein or on the site are the exclusive trademarks or service marks of Signwaves, including the "look" and "feel" of the Site, Signwaves' colour combinations, layout, and all other graphical elements. Any use of Signwaves' trademarks is strictly prohibited without express permission from Signwaves. Other product and company names mentioned in the site may be the trademarks of their respective owners.

3. Use of the site

You understand that, except for information, products or services clearly identified as being supplied by Signwaves, Signwaves does not operate, control or endorse any information, products or services on the Internet in any way. Except for Signwaves identified information, products or services, all information, products and services offered through the site or on the internet generally are offered by third parties that are not affiliated with Signwaves. You also understand that Signwaves cannot and does not guarantee or warrant that files available for downloading through the site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data.

Signwaves offers a search feature within the site. Signwaves explicitly disclaims any responsibility for the content or availability of information contained in our search index or directory. Signwaves also disclaims any responsibility for the completeness or accuracy of any directory or search result.

In connection with your use of the site, you agree you will not:

1. Transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable that may invade another's right of privacy or publicity;
2. Impersonate any person or entity, including but not limited to, a Signwaves official, forum leader, guide or host or falsely state or otherwise misrepresent your affiliation with a person or entity;
3. Post or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);

4. Post or transmit any material that contains a virus or corrupted data;
5. Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
6. Use the site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
7. Post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam," "chain letters," "pyramid schemes" or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
8. Violate any applicable local, state, national or international law;
9. Upload or transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
10. Delete or revise any material posted by any other person or entity;
11. Manipulate or otherwise display the site by using framing or similar navigational technology, or
12. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Signwaves product or service if you are not expressly authorized by such party to do so.

You assume total responsibility and risk for your use of the site and the internet. Signwaves provides the site and related information "as is" and does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or no infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service, any merchandise information or service provided through the service or on the internet generally, and Signwaves shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the internet generally. You understand further that the internet contains unedited materials some of which are sexually explicit or may be offensive to you. You access such materials at your risk. Signwaves has no control over and accepts no responsibility whatsoever for such materials.

Limitation of Liability:

In no event will Signwaves be liable for (I) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any

delay of such information or service. Even if Signwaves or its authorized representatives have been advised of the possibility of such damages, or (II) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, Signwaves' liability is limited to the greatest extent permitted by law.

4. Equipment

You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the site and all charges related thereto.

5. Indemnification and Reservation of Rights

You agree to indemnify, defend and hold harmless Signwaves, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the site from and against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by you or your use and access of the site.

Signwaves reserves the right to release current or past member or site user information if Signwaves believes that a member's account is being used to commit unlawful acts, if the information is subpoenaed and/or if Signwaves deems it necessary and/or appropriate.

6. Third Party Rights

The provisions of paragraphs 3 (Use of the Site), and 5 (Indemnification) are for the benefit of Signwaves and its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

7. Termination

Either party without notice may terminate this agreement at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 3 (Use of the Site), 5 (Indemnification), 6 (Third Party Rights) and 11 (Miscellaneous) shall survive any termination of this agreement.

8. Special Admonitions for International Use

Recognising the global nature of the internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from L:\2017 NEW AND IMPROVED QMS\QMS 2017\06 - Controlled Documents, Templates & Forms\QM074 - Signwaves Terms & Conditions (Website).Docx

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the United States or the country in which you reside.

9. Dealings with Third Parties

Your participation, correspondence or business dealings with any third party found on or through the site, regarding the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Signwaves shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

10. Links

The site may provide, or third parties may provide, links to non-Signwaves internet World Wide Web sites or resources. Because Signwaves has no control over such sites and resources, you acknowledge and agree that Signwaves is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Signwaves shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11. Miscellaneous

These terms are governed by English law. Claims against 'The Company' shall be brought solely in the English Courts. These terms shall not be modified, qualified or nullified in any way unless specifically and expressly agreed by 'The Company' in writing when accepting a contract.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Signwaves' failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this agreement. Signwaves may assign its rights and duties under this agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.