

# Terms and Conditions

1. These Terms and Conditions will apply to the purchase of all goods and services purchased from Juppon Trading LTD , T/A easisigns. Juppon Trading Ltd is a company registered in England and Wales under company No: 51 43 35 3. Who's registered address is: Unit 2Wellington Works, Wellington Road, London, SW190 8EQ
2. These Terms and Conditions will be deemed to have been accepted by the purchaser when he accepts them or accepts the quotation or on the date of delivery of the Goods (whichever happens earlier) and will constitute the entire agreement.
3. These Terms and Conditions and the quotation (together, the Contract) apply to the purchase and sale of goods between Juppon Trading Ltd T/A easisigns and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## Interpretation:

4. A 'business day' means any other day than a Saturday, Sunday or bank holiday
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

## Goods:

7. The description of the Goods is set out in our sales documentation unless expressly changed in our quotations. In accepting the quotation you accept that you have not relied on any other statement or promise about the Goods made by us. The descriptions made in our sales documents are meant as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

## Price:

9. The price (Price) of the Goods is set out in our quotation currents at the date of your order or such other prices as we may agree in writing.
10. If the cost of Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration in exchange rates or duties, or changes to delivery rates, we can increase the price, prior to delivery.

11. Any price increase in the Price under the clause above will only take place after we have told you about it in writing.
12. You may be entitled to discounts. Any and all discounts will be at our discretion.
13. The Price is exclusive of fees for packaging and transportation/delivery or installation unless specifically indicated in the quotation.
14. The VAT rate to be applied will be indicated in our quotations or on our website.
15. The quotation (including any non-standard price negotiated in accordance with the clause on Price (above) is valid for a period of 30 days only from the date shown, unless expressly withdrawn by us at an earlier time.
16. Either party can cancel the order for any reason prior to your acceptance (or rejection) of the quotation.

## Minimum Order

17. There is no minimum order value or quantity. You can buy as many or as little as you like.

## Payment:

18. You will be invoiced for the Price either:
  - a. on or at the time of delivery/installation of the Goods: or
  - b. where the Goods are to be collected by you, at any time after we have notified you that the goods are ready for collection or we have tried to deliver them.
18. The Price is payable upon delivery, collection or installation or according to any credit terms we have agreed in advance.
19. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies. If your payment is late we reserve the right to charge you statutory interest at the rate of 8% per annum above the base rate of the bank of England from time to time on the amount outstanding until you pay in full. Juppon Trading Ltd T/A easisigns also reserves the right to charge that statutory allowable fixed amount for the cost of recovering a late commercial payment on top of claiming interest as set out above. The fixed amounts to be charged are as follow.

Amount of debt:	Fixed Charge
Up to £999.99	£40.00
£1,000 to £9,999.99	£70.00
£10,000 or more	£100.00

20. All payments must be made in British Pounds unless otherwise agreed in writing between us.

21. Both parties must pay all amounts due under these Terms and Conditions in full without any deductions or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against another in order to justify withholding payment of any such amount in whole or in part.

## **Delivery**

21. Juppon Trading Ltd T/A easisigns will arrange delivery/installation of the Goods to/at the address specified in the written quotation or to another location as agreed in advance in writing.

Online Sales Only: Easisigns provide an in store pickup, standard & express delivery option within the UK. Pickup or delivery prices to be confirmed on checkout.

22. If you do not take delivery/installation of the Goods we may, at our discretion and without prejudice to any other rights:

a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including but not limited to. Transportation, storage and insurance: and /or

b. make arrangements for the redelivery/installation of the Goods and will charge you the costs of such redelivery/installation: and or

c. after 14 business days , resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.

Note - As much as we would love to (well Saturday maybe), Saturday and Sunday deliveries are not available.

23. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

## **Inspection and acceptance of Goods**

24. You must inspect the Goods on delivery/installation or collection.

25. If you identify any damages or shortages you must inform us in writing within 7 days of delivery/installation.

26. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective

27. Subject to your compliance with this clause and/or our agreement, you may return the goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.

28. Under no circumstances will we accept the return of products that have been customised or altered to meet customer requirements.

29. We will be under no liability or further obligation in relation to the goods if:

a. you make further use of such goods after giving notice under the clause above relating to damages and shortage: and or

b. the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods: and or

c. the defect arises from normal wear and tear of the Goods: and or

d. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any act by you, your employees or agents or any third party.

## **Risk and title**

30 The risk in the Goods will pass to you on the completion of delivery/installation.

31. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for (a) the Goods and or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

32. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and or (b) store the goods separately and not remove, deface or obscure any identifying marks or packaging on or relating to the goods; and or (c) keep the goods in satisfactory condition and keep the insured against all risks for their full price from the date of delivery.

33. As long as the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other rights or remedy we may have, we can at any time ask you to deliver up the goods and, if you fail to do so promptly, enter any of your premises or any third party where the goods are stored in order to recover them.

## **Termination:**

34. We can terminate the sale of Goods under the Contract where:

a. you commit a material breach of your obligations under the Terms and Conditions

b. you are or become ir, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.

c. You enter into a voluntary arrangement under part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors.

d. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator.

## **Limitation of Liability**

35. If we do not deliver the Goods, our liability is limited, subject to the clause below to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

36. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.

37. We will not be liable (whether caused by our employee, agents or otherwise) in connection with the Goods for:

- a. Any indirect, special or consequential loss, damage, costs or expenses; and or
- b. Any loss of profits; loss of anticipated profits; loss of business, loss of data, loss of goodwill or business interruption or other third party claims; and or
- c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and or
- d. Any loss caused directly or indirectly by any failure or breach by you in relation to your obligations and or
- e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

38. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude our liability; and for fraud or fraudulent misrepresentation.

## **Communications:**

39. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or duly authorised officer of the party)

40. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **Circumstances beyond the control of either party**

41. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that party. Such causes include but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event beyond the control of the party in question.

## **Severance**

42. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **Law and Jurisdiction**

43. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

## **Complaints Procedure**

Easigns takes its relationships with customers very seriously, and we expend a great deal of effort ensuring that we keep you happy. We aim to reply to emails within 24 hours of receipt, whether they're inquiries or, heaven forbid, complaints. If email is too impersonal, we encourage you to contact us in whichever way is suitable. Our Customer Support team are always glad to help. All your feedback (good or bad) is appreciated (although we much prefer good!)