
DASHBOARD ADVISORS STANDARD CONDITIONS OF SALE

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Authorised Distributor' means any person expressly authorised by the Seller to distribute the Dashboard Advisor on its behalf.
- 1.2 'Buyer' means the person who buys or agrees to buy the Dashboard Advisor from (a) the Seller or (b) an Authorised Distributor;
- 1.3 'Conditions' means the terms and conditions of sale set out in this document and the Guarantee;
- 1.4 'Dashboard Advisor' means the good which the Buyer has purchased or agrees to buy from the Seller;
- 1.5 'the Guarantee' means the guarantee offered by the Seller in relation to the Dashboard Advisor, inclusive of the terms and conditions contained therein;
- 1.5 'Price' means the price stipulated in the Seller's published price list current at the date of delivery of the Dashboard Advisor or the price offered by an Authorised Distributor. The Price is exclusive of VAT which shall be due at the point of sale; and
- 1.6 'Seller' means Trademans Sign Limited of Office One, Bridge Gate Mews, Bridge Parade, London N21 2AD.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Dashboard Advisor by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for a Dashboard Advisor shall be deemed to be an offer by the Buyer to purchase a Dashboard Advisor pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Dashboard Advisor shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Price

- 3.1 The Price shall be the Seller's quoted price or that quoted by the Authorised Distributor. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be made before the Dashboard Advisor is supplied to the Buyer by the Seller.

4. Buyer's warranties

- 4.1 The Buyer warrants that it shall use the Dashboard Advisor according to the following instructions:
- 4.1.1 All information written on the Dashboard Advisor must be made with a dry-wipe marker or any other marker which allows the writing to be wiped off comprehensively.
 - 4.1.2. When loading or unloading the Buyer must use the side the Dashboard Advisor which states "Loading". The Buyer's arrival time should be written clearly in block capitals in the space provided after "arrived at:"
 - 4.1.3. When on an Emergency call-out, the Buyer must use the side the Dashboard Advisor which stated "Emergency". The Buyer must state his contact number clearly in block capitals in the space provided after "Contact on:". In addition the address of where the Buyer is carrying out the emergency works must be written clearly in the space provided after "Or at:".
 - 4.1.4. The Dashboard Advisor must be placed on the dashboard of the Buyer's vehicle, so that it is clearly visible with the relevant side facing outwards.
 - 4.1.5. **The Dashboard Advisor does not allow the Buyer to park illegally, and therefore the Buyer must always check local parking and loading/unloading restrictions before relying on the Dashboard Advisor.**
- 4.2 In the event that the Buyer fails to use the Dashboard Advisor in accordance with Clause 4.1 the Buyer and the Seller agree that the Guarantee shall not apply and the Seller will be under no obligation to make any payment to the Buyer under the terms thereof.

5 Delivery of the Dashboard Advisor

If ordered, delivery of the Dashboard Advisor shall be made to the Buyer's address. The Buyer shall make all arrangements to take delivery of the Dashboard Advisor whenever they are tendered for delivery.

6 Acceptance of the Dashboard Advisor

- 6.1 The Buyer shall be deemed to have accepted the Dashboard Advisor 24 hours after delivery to the Buyer if ordered or immediately upon receipt of the Dashboard Advisor if purchased at a retail outlet.
- 6.2 After acceptance the Buyer shall not be entitled to reject Dashboard Advisor which are not in accordance with the contract.

7 Title and risk

- 7.1 Title of the Dashboard Advisor shall pass on delivery (if ordered) or receipt (if purchased at a retail outlet).
- 7.2 Risk of the Dashboard Advisor shall pass on delivery (if ordered) or receipt (if purchased at a retail outlet).

8 Remedies of Buyer

- 8.1 Where the Buyer rejects any Dashboard Advisor then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of the Dashboard Advisor or the failure by the Seller to supply Dashboard Advisor.
- 8.2 Where the Buyer accepts or has been deemed to have accepted any Dashboard Advisor then the Seller shall have no liability whatsoever to the Buyer in respect of the Dashboard Advisor for any damage or any loss (consequential or otherwise) howsoever arising unless in relation to the Guarantee and/or if such loss or damage shall be been caused by the negligence and/or breach of duty of the Seller.

- 8.3 The Seller does not accept liability or responsibility for any consequential loss or damage due to or arising from the late delivery or short delivery of the Dashboard Advisor for any reason whatsoever or any damage to the Buyer's property.
- 8.4 The Seller makes no representation to the Buyer as to the suitability of the Dashboard Advisor for the Buyer's purpose.
- 8.5 No liability shall attach to the Seller as a result of the Buyer's use of the Dashboard Advisor and/or physical condition of the Dashboard Advisor and the Buyer makes no warranties in and to the Dashboard Advisor and such use shall be at the Buyer's risk.

9 Limitation of Loss

Notwithstanding Clause 8, in any event;

- 9.1 the Seller shall not be liable for any economic loss of the Buyer (including loss of profits and goodwill) or any indirect or consequential loss or damage;
- 9.2 the Seller's liability shall be limited to the Price unless the Buyer has a valid claim under the Guarantee when such liability shall be limited to the cost of a Penalty Charge Notice.

10 Proper law of contract

This contract is subject to the law of England and Wales.