

STANDARD TERMS AND CONDITIONS

1. Interpretation

1.1 In these Conditions:

'Customer' means the person whose order for the purchase of the Goods or Installation is accepted by Reade Signs;

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing by a duly authorised signatory of Reade Signs;

'Contract' means the contract for the purchase and sale of the Goods, and/or Installation;

'Goods' means the goods (including any installment of the goods or any parts for them) which Reade Signs is to supply in accordance with these Conditions;

'Installation' means the installation of the Goods by Reade Signs at the Premises;

'Premises' the premises at which the Goods are to be installed by Reade Signs;

'Reade Signs' means Reade Signs (registered in England under number 04103520) whose registered office is at Westbrook House, 76 High Street, Alton, Hampshire GU34 1EN; and 'Writing' includes fax, email, letter and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 In these Conditions, references to the masculine include the feminine and references to the singular include the plural and vice versa as the context admits or requires.

2. Basis of the Contract

2.1 Reade Signs shall sell and the Customer shall purchase the Goods, and/or (if relevant) installation shall be carried out in accordance with any written estimate of Reade Signs which is accepted by the Customer, and subsequently confirmed by Reade Signs or any written order of the Customer which is accepted by Reade Signs, subject in either case to these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions whether of the Customer or otherwise.

These Conditions apply to all Reade Signs sales, or installations. Where the Customer has requested that Reade Signs carry out the Installation, then Clause 10 (Installation) shall also apply to the Contract.

If no Installation is to take place, clause 10 shall not apply to the Contract.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and Reade Signs.

2.3 Reade Signs employees or agents are not authorised to make any representations, warranties or undertakings (verbal or otherwise) concerning the Goods, or the Installation or otherwise unless confirmed by an authorised representative of Reade Signs in Writing.

In entering into the Contract the Customer acknowledges that it does not rely on any such representations, warranties or undertakings which are not so confirmed.

2.4 Any advice or recommendation given by Reade Signs or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and which is not confirmed in Writing by Reade Signs is followed or acted upon entirely at the Customer's own risk, and accordingly Reade Signs shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Reade Signs shall be subject to correction without any liability on the part of Reade Signs.

2.6 Reade Signs catalogues, technical circulars, sales literature, price lists and other such documents are for the Customer's general guidance only and the particulars contained in such documents shall

not constitute representations by Reade Signs and Reade Signs shall not be bound thereby, nor shall they form part of the Contract.

2.7 Where technically possible and within the tolerance of materials used the Customer's colour balance requirements will be taken into account. In the absence of specific instructions in regard to Pantone numbers or the Customer's supplied match samples colour balance will be at the discretion of Reade Signs.

2.8 Any estimate or quotation is given by Reade Signs on the basis that no contract will come into existence until Reade Signs dispatches an acknowledgement of order (whether in Writing or by phone by an authorised representative of Reade Signs) to the Customer.

3. Orders and specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by Reade Signs unless and until confirmed in Writing by Reade Signs authorised representative.

3.2 The Customer shall be responsible to Reade Signs for ensuring the accuracy of the terms of any order (including any applicable specification) which the Customer is responsible for ensuring is submitted by the Customer, and for giving Reade Signs any necessary information relating to the Goods or Installation within a sufficient time to enable Reade Signs to perform the Contract in accordance with its terms. Where proofs are submitted to the Customer for the Customer's approval, Reade Signs shall incur no liability for errors which should reasonably be identified by the Customer which are not so identified.

3.3 The quantity, quality and description of and any specification shall be those set out in Reade Signs estimate (if accepted by the Customer) or the Customer's order (if accepted by Reade Signs). Unless confirmed in Writing by Reade Signs, all specifications, drawings and particulars of weights, dimensions and performance issued by Reade Signs are approximate only and Reade Signs gives no warranty or representation that the Goods will conform with such specification.

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods in accordance with a specification submitted by the Customer, the Customer warrants to Reade Signs that the intellectual property rights in such specification belong to the Customer or that the Customer is licensed or otherwise authorised to use such specification by the actual owner.

The Customer shall indemnify Reade Signs on demand against all loss, damages, costs and expenses awarded against or incurred by Reade Signs in connection with or paid or agreed to be paid by Reade Signs in settlement of any claim arising out of:-

- (i) infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Reade Signs use of the Customer's specification; and/or
- (ii) any impracticality, inefficiency or lack of safety or other defect in the Goods where such defect is due (whether in whole or in part) to faults or omissions in information, drawings, designs, instructions, or specifications of the Customer.

3.5 Reade Signs reserves the right to make any changes in the specification of the Goods which are (in Reade Signs opinion) required to conform with any applicable statutory or EC requirements or, where the Goods and/or Hire Equipment are to be supplied to Reade Signs specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by Reade Signs may be cancelled by the Customer except with the agreement in Writing of Reade Signs and on terms that the Customer shall indemnify Reade Signs 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 Reade Signs as a result of cancellation.

3.7 Reade Signs shall not be required to process any order which in its opinion is or may be of an illegal or libellous nature and the Customer shall indemnify Reade Signs on demand against any loss, damages, costs and expenses awarded against or incurred by Reade Signs in connection therewith.

3.8 The Customer hereby gives such consent and permission to Reade Signs as may be required to enable Reade Signs to use copies of the Goods supplied to the Customer for the purposes of Reade Signs own marketing requirements, including consenting to the reproduction of

any name, logo, trademark or other intellectual property right included in the Goods. This is without prejudice to Reade Signs other rights under these Conditions.

4. Price of the Goods

4.1 Unless otherwise agreed between the parties in Writing the price of the Goods ("the Price") shall be Reade Signs quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Reade Signs price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, Reade Signs published export price list shall apply. All Prices quoted are valid for 30 days only (or until earlier acceptance by the Customer or earlier withdrawal by Reade Signs before the Customer's acceptance), after which time they may be altered by Reade Signs without giving notice to the Customer.

Where Installation is to occur the price for such Installation shall (in the absence of manifest error) be included in the Price quoted for the Goods or Reade Signs separate list price for the Installation.

4.2 Reade Signs reserves the right, by giving notice to the Customer at any time before delivery, to increase the Price to reflect any increase in the cost to Reade Signs which is due to any factor beyond the control of Reade Signs (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Reade Signs adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of Reade Signs, and unless otherwise agreed in Writing between the Customer and Reade Signs, all Prices are given by Reade Signs on an ex works basis, and where Reade Signs agrees to deliver the Goods otherwise than at Reade Signs premises, the Customer shall be liable to pay Reade Signs charges for transport, packaging and insurance.

4.4 All Prices are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Reade Signs.

4.5 The cost of pallets and returnable containers will be charged to the Customer in addition to the Price, but credit will be given to the Customer provided they are returned undamaged to Reade Signs before the due payment date.

5. Terms of payment

5.1 For new customers, Reade Signs reserves the right to require that a sum equal to the Price be paid in advance by the Customer on commencement of the Contract, otherwise, unless otherwise agreed in writing by an authorised representative of Reade Signs if the Price is £5,000 or more, an advance payment representing 50% of the Price is required on acceptance of the Customer's order and prior to commencement of any work or services by Reade Signs.

Any monies agreed to be paid by the Customer to Reade Signs on account of any Price or fee payable under the Contract prior to the commencement of the Contract or prior to delivery of the Goods, the sum paid may be applied by Reade Signs against any invoice rendered by Reade Signs under the Contract in Reade Signs discretion, not necessarily in chronological order of invoice rendered.

Under no circumstances shall such sum be returnable to the Customer once the Contract has been formed.

Reade Signs may also apply such sum to any other amount owing to Reade Signs by the Customer whether under the Contract or otherwise.

5.2 Subject to any special terms agreed in Writing between the Customer and Reade Signs, Reade Signs shall be entitled to invoice the Customer for the Price (or where an advance payment on account of the Price has been paid, the balance of the Price) on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Reade Signs shall be entitled to invoice the Customer for the Price at any time after Reade Signs has notified the Customer that the Goods are ready for collection or (as the case may be) Reade Signs has tendered delivery of the Goods.

Reade Signs reserves the right to submit interim invoices if, in Reade Signs discretion, the circumstances in respect of a particular order mean that it would be unreasonable for Reade Signs to await invoicing at the time of delivery or when notifying the Customer that the Goods are available for collection or otherwise.

5.3 The Customer shall pay the Price (or where an advance payment on account of the Price has been paid, the balance of the Price) due under the Contract (less any discount to which the Customer is entitled, but without any other set off deduction, counterclaim, abatement or otherwise) within 30 days of the date of Reade Signs invoice, and Reade Signs shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer.

The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

No payment shall be deemed to have been received by Reade Signs until Reade Signs has received cleared funds.

5.4 Where Reade Signs agree in Writing with the Customer to any rebate or reduction on the fees or price payable under the Contract in return for the Customer paying invoices rendered by Reade Signs within agreed timescales, where such timescales are not adhered to by the Customer, Reade Signs shall be entitled to withdraw any such rebate or reduction arrangement without notice to the Customer and the Customer shall pay the full amount of the relevant invoice as increased to take into account the loss of the agreed rebate or reduction, with Reade Signs having the benefit of such other rights set out in these Conditions (including the right to charge interest) in respect of any sum so unpaid by the Customer.

5.5 If the Customer fails to make any payment in full on the relevant due date then, without prejudice to any other right or remedy available to Reade Signs, Reade Signs shall be entitled to:

5.5.1 cancel the Contract or suspend any further deliveries or services (including Installation if relevant) to the Customer;

5.5.2 the immediate payment of all payments outstanding in respect of the Goods and of any other goods, works or services provided by Reade Signs to the Customer under any other contract notwithstanding the fact that the date for payment may not yet have fallen due;

5.5.3 appropriate any payment made by the Customer to such of the Goods, and/or Installation (or the goods supplied under any other contract between the Customer and Reade Signs) as Reade Signs may think fit (notwithstanding any purported appropriation by the Customer);

5.5.4 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 3 per cent per annum above Nat West Bank PLC's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Reade Signs reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

5.5.5 charge the Customer the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.

5.6 Reade Signs reserves the right (in its entire discretion) at any time by notice in Writing to the Customer to set off any monies owed by Reade Signs to the Customer against any monies owed to Reade Signs by the Customer under the Contract.

6. Delivery

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Reade Signs premises at any time after Reade Signs has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed in Writing by Reade Signs, by Reade Signs delivering the Goods to that place.

Where Reade Signs agrees to deliver the Goods otherwise than at Reade Signs premises, Reade Signs shall be under no obligation under Section 32(2) of the Sale of Goods Act 1979.

6.2 Any dates quoted for delivery of the Goods are approximate only and Reade Signs shall not be liable for any delay in delivery of the Goods howsoever caused.

Time for delivery shall not be of the essence of the Contract unless previously agreed by Reade Signs in Writing by an authorised signatory

of Reade Signs. The Goods may be delivered by Reade Signs in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Reade Signs to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If Reade Signs fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Reade Signs reasonable control or the Customer's fault, and Reade Signs is accordingly liable to the Customer, Reade Signs liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

In no circumstances shall Reade Signs be responsible for any other loss (including loss of profit) whether direct or indirect or consequential costs, damages, charges or expenses arising out of such late delivery.

6.5 If the Customer fails to take delivery of the Goods or fails to give Reade Signs adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Reade Signs fault) then, without prejudice to any other right or remedy available to Reade Signs, Reade Signs may:

6.5.1 elect that the Goods are deemed delivered; or

6.5.2 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.5.3 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.6 Save where the Customer signs a delivery note accepting delivery of the Goods in satisfactory condition, in which case the Customer will be deemed to have accepted the Goods as being free of all defects or faults, all defects in the Goods must be notified in Writing (giving full details of the alleged defects and affording Reade Signs a reasonable opportunity to inspect the alleged defects, failing which the notice shall be deemed to be invalid) by the Customer to Reade Signs within 7 days of delivery of the Goods otherwise the Goods will have been deemed to have been accepted and to have been delivered to the Customer free of all defects or faults and the Customer shall have no further right to reject the Goods or recover any compensation therefor.

6.7 Notwithstanding any other clause in the Conditions, if any Goods are used after delivery or Installation by the Customer, then the Customer shall be deemed to have accepted the Goods as being in all respects in accordance with the Contract.

7. Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

7.1.1 In the case of Goods to be delivered at Reade Signs premises, at the time when Reade Signs notifies the Customer that the Goods are available for collection; or

7.1.2 In the case of Goods to be delivered otherwise than at Reade Signs premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Reade Signs has tendered delivery of the Goods.

Where title/property in the Goods has not passed to the Customer but risk has passed to the Customer, the Customer shall ensure that the Goods are adequately insured with a reputable insurer and that Reade Signs interest in the Goods is noted on the said insurance policy.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until Reade Signs has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Reade Signs to the Customer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Reade Signs fiduciary agent and bailee, and shall keep the Goods separate from those of the

Customer and third parties and properly stored, protected and insured and identified as Reade Signs property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Reade Signs shall be entitled at any time to require the Customer to deliver up the Goods to Reade Signs and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Reade Signs, but if the Customer does so all moneys owing by the Customer to Reade Signs shall (without prejudice to any other right or remedy of Reade Signs) forthwith become due and payable.

7.6 The Customer's right to possession of the Goods prior to payment of all sums due to Reade Signs in full shall terminate immediately if:

7.6.1 The Customer has a bankruptcy order made against the Customer or makes an arrangement or composition with its creditors, or otherwise takes the benefit of act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to the court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.6.2 The Customer suffers or allows an execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between Reade Signs and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.6.3 The Customer encumbers, pledges or in any way charges any of the Goods.

7.7 The Customer grants Reade Signs, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession and/or power of sale has terminated, to recover them in either of which case the Customer shall place the Goods at the disposal of Reade Signs.

8. Warranties and liability

8.1 Subject to the conditions set out below Reade Signs warrants that the Goods will be free from defects in material and workmanship for a period where Reade Signs manufactured the Goods, of 12 months from delivery.

In all other cases, Reade Signs shall endeavour to pass on to the Customer such manufacturer's warranty or guarantees as may be afforded to Reade Signs Ltd (and is capable of being passed on to the Customer (without involving Reade Signs paying any extra premium or fee to any party) by the manufacturer or supplier of the Goods to Reade Signs when such items were purchased by Reade Signs itself.

8.2 The above warranty is given by Reade Signs subject to the following conditions:

8.2.1 Reade Signs shall be under no liability in respect of any defect in the Goods arising from any information, drawing, design, instruction or specification supplied by the Customer;

8.2.2 Reade Signs shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Reade Signs instructions (whether oral or in Writing), improper installation (other than by Reade Signs) misuse or alteration or repair of the Goods without Reade Signs approval;

8.2.3 Reade Signs shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods (and/or the Installation) has not been paid by the due date for

payment or if the Customer is otherwise in breach of this Contract or any other contract with Reade Signs Ltd;

8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by Reade Signs, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Reade Signs; and

8.2.5 The warranty shall be invalidated if the Customer attempts to effect repairs to the Goods itself or through a third party during the warranty period.

8.2.6 For the avoidance of doubt, the warranty does not apply to the Installation.

8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded in the Contract to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8.5 Reade Signs shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Reade Signs, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer the Installation, and the entire liability of Reade Signs under or in connection with the Contract shall not exceed 125% of the price payable under the Contract, except as expressly provided in these Conditions.

8.6 Reade Signs shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Reade Signs obligations in relation to the Contract, if the delay or failure was due to any cause beyond Reade Signs reasonable control and such failure or delay shall entitle either party to terminate the Contract if it persists for more than three months but the Customer shall remain liable to pay the price under the Contract in respect of items delivered prior to the date of such cancellation.

Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Reade Signs reasonable control:

8.6.1 Act of God, explosion, flood, tempest, fire or accident;

8.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.6.3 Treaties, directives, acts, restrictions, regulations, bye laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or other body or competent authority;

8.6.4 Import or export regulations or embargoes;

8.6.5 Strikes, lock outs or other industrial actions or trade disputes (whether involving employees of Reade Signs or of a third party);

8.6.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; and/or

8.6.7 Power failure or breakdown in machinery.

8.7 Notwithstanding the other provisions of this Clause 8, Reade Signs may in its entire discretion once notice of any defect or fault in the Goods has been notified in Writing to Reade Signs and accepted by Reade Signs, elect to repair and/or replace the Goods and if so, the replacement of the Goods shall be the full extent of Reade Signs liability to the Customer under the Contract.

If the Goods are unavailable or not in stock, and the replacement option is elected by Reade Signs, Reade Signs may provide a suitable alternative to the Goods even if made by a different manufacturer.

8.8 Nothing in this Clause 8 shall restrict Reade Signs liability for death or personal injury caused by Reade Signs negligence or fraudulent misrepresentation.

8.9 Without prejudice to the other rights of Reade Signs under the Contract, any claim made against Reade Signs under the Contract must be brought within 3 months of the date on which the cause of action on the party of the Customer arose.

8.10 Where applicable, the limitations of Reade Signs liability set out in this Clause 8 and elsewhere in these Conditions apply mutatis mutandis to any liability of Reade Signs under the Contract in respect of the Installation.

9. Indemnity

9.1 It is the customer's responsibility to ensure that the goods do not infringe or that their use or resale does not infringe the patent copyright design trademark or other industrial or intellectual property rights of any other person and the customer shall indemnify Reade Signs against all loss, damages, costs and expenses awarded against or incurred by Reade Signs in connection with any claim paid or agreed to be paid by Reade Signs in settlement of any claim.

10. Installation

10.1 Where Installation is required pursuant to the Contract, Reade Signs shall install the Goods on the terms and conditions set out in this Clause and the Contract generally.

10.2 Reade Signs is not responsible for any delay in Installation directly or indirectly arising out of the actions or omissions of the Customer (including any employee, officer or contractor of the Customer) or any third party.

10.3 The Customer shall: -

10.3.1 Make any necessary agreement with relevant regulatory, governmental or other authorities or other relevant third parties and obtain any consent or authorisation required in respect of the Installation;

10.3.2 Provide any information Reade Signs may reasonably require in connection with the Installation;

10.3.3 Pay for any relevant approval or permission;

10.3.4 Meet the requirements of any of these authorities at all times to maintain their approval;

10.3.5 Tell Reade Signs if any information the Customer has given to Reade Signs changes; and

10.3.6 If any approval, consent or authorisation is amended or ends, the Customer must write to Reade Signs as soon as the Customer finds out.

10.4 The Customer must during Installation: -

10.4.1 Give Reade Signs access to the Premises so that Reade Signs may perform the Installation and provide all such assistance as may be reasonably requested by Reade Signs promptly and without cost to Reade Signs. The Customer shall move any materials, and other objects obstructing or preventing installation;

10.4.2 Use best efforts to make sure that the Premises and any equipment provided are safe and without risk for Reade Signs employees and agents. The Customer must tell the Reade Signs the location of any concealed pipes and wires which may affect the Installation and about any known risks and any hazardous materials at the Premises, provided that Reade Signs may decline to carry out the installation if it considers that the installation in accordance with the customer's instructions nevertheless presents a risk to Reade Signs employees and agents (without prejudice to any remedy that Reade Signs may have in this regard).

10.4.3 Provide information about the Customer, the Premises and any other relevant information so that Reade Signs can perform the Installation. The Customer must write to Reade Signs to tell them of any changes to this information;

10.4.4 Ensure that Reade Signs staff and contractors have adequate welfare facilities (toilet and washing facilities).

10.5 References in these Conditions to the Goods shall (unless the contract otherwise requires and include where relevant and applicable) reference to the Installation and the relevant provisions of the Agreement shall accordingly apply mutatis mutandis to the Installation.

11. Termination of the Contract

11.1 This clause applies if:

11.1.1 The Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

11.1.3 The Customer ceases, or threatens to cease, to carry on business; or

11.1.4 Reade Signs reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.1.5 The Customer is in breach of the provisions of the Contract and fails to remedy the same (if capable of remedy) within 7 days of Reade Signs notifying the Customer of such breach.

11.2 If this clause applies then, without prejudice to any other right or remedy available to Reade Signs, Reade Signs shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Price has not been paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. General

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by Reade Signs of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.4 Each right or remedy of Reade Signs under the Contract is without prejudice to any other right or remedy of Reade Signs whether under the Contract or not.

12.5 Failure or delay by Reade Signs in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract and any waiver by Reade Signs of any breach of, or any default under any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

12.6 The Contract and any documents referred to in it constitute the entire agreement between the parties.

12.7 Reade Signs may assign and/or subcontract the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the Contract or any party of it without the prior written consent of Reade Signs.

12.8 A person who is not a party to the Contract or any other contract between Reade Signs and the Customer shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any rescission, variation, amendment or waiver to or of this Contract or any other contract between Reade Signs and the Customer shall not require the consent or approval of any person who is not a party to such a contract.

12.9 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.