

## THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE

### 5. Quality of Goods and Limitation of Liability

**5.1.** Subject to clause **5.4** and **5.5**, FASTSIGNS warrants that on delivery, or for any extended period as expressly set out in writing in respect of a specific Good but to be from the date of delivery only ("warranty period"), the Goods shall:

**5.1.1.** conform in all material respects with their description and any applicable Goods Specification;

**5.1.2.** be free from material defects in design, material and workmanship; and

**5.1.3.** be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

**5.2.** Subject to clause **5.3** and clause **5.4**, if:

**5.2.1.** the Customer gives notice in writing, during the warranty period and within a reasonable time of discovery and in any event no later than:

**5.2.1.1.** 5 Business Days of Delivery in the case of a defect that is apparent on normal visual inspection; or

**5.2.1.2.** In the case of a latent defect, within 14 days of the latent defect having become apparent such latent defect having to have manifested itself with a reasonable time from delivery that the Goods and/or the Services do not comply with the warranty set out in clause **5.1**;

**5.2.2.** FASTSIGNS is given a reasonable opportunity of examining such Goods; and

**5.2.3.** the Customer (if asked to do so by FASTSIGNS) returns such Goods to FASTSIGNS' place of business at the Customer's cost and liability and in the original packaging,

FASTSIGNS shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

**5.3.** FASTSIGNS shall not be liable for the Goods' failure to comply with the warranty in clause **5.1** if:

**5.3.1.** the Customer makes any further use of such Goods after giving a notice in accordance with clause **5.2**;

**5.3.2.** the defect arises because the Customer failed to follow FASTSIGNS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

**5.3.3.** the defect arises as a result of FASTSIGNS following any drawing, design or Goods Specification supplied by the Customer;

**5.3.4.** the Customer alters or repairs such Goods without the written consent of FASTSIGNS;

**5.3.5.** damage is caused by adverse weather conditions, including but not limited to above average wind and/or rain, storm damage and extreme temperatures beyond the level reasonably expected;

**5.3.6.** the Customer fails to comply with clause **8.1**;

**5.3.7.** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

**5.3.8.** the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

**5.4.** FASTSIGNS excludes all liability for any Goods it has not manufactured and no warranty is given in respect of such Good. The Customer shall be entitled to the benefits of any manufacturer's warranty in existence and which is capable of assignment or can otherwise be passed to the Customer.

**5.5.** The Customer acknowledges that any vehicle templates used by FASTSIGNS are not 100% accurate and the graphics applied to the vehicle may appear different to the 2 dimensional artwork previously approved and the exact position of any graphic may need to be adjusted when placed on to a vehicle to accommodate for example (but without limitation) grooves, recesses or added components not detailed on the standard vehicle templates, colour matching cannot be guaranteed, a vehicle may not be wrapped without overlapping joins and alignment of graphics may vary on either side of the vehicle up to +/- 25mm , the Customer must inform FASTSIGNS in writing of any previous work which a vehicle has undergone as this may affect the transfer of the templates and the Customer must ensure that the vehicle is supplied in a clean condition or FASTSIGNS reserves the right to charge for additional labour time incurred in preparing the vehicle to a clean state for graphics to be applied

**5.6.** The Customer acknowledges that removal of graphics may be very difficult and any damage caused shall not be the responsibility of FASTSIGNS, the Customer further acknowledges it may be possible to see through any transfer in direct sunlight and to see a ghost outline of a vinyl graphic after removal due to protection against UV of the area covered by the vinyl over the time that the vinyl graphic has been on the vehicle and that any vehicle which has been re-sprayed may mean that any transfers do not work or that the paint, if inferior, to the original manufacturers specification may be adversely affected by any cleaning fluids FASTSIGNS uses to prepare the vehicle for the application of graphics and FASTSIGNS shall not be liable for any loss arising therefrom.

**5.7.** The Customer further acknowledges that if a graphic, sign or any other Goods are being placed onto a vehicle or any other property that damage may be caused and whilst FASTSIGNS shall take all reasonable care so as to not cause damage or limit the damage caused, FASTSIGNS, its employees, agents or subcontractors shall not be liable for any damage caused unless they are proven to be negligent.

**5.8.** Except as provided in this clause 5, FASTSIGNS shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

**5.9.** The terms of these Conditions shall not apply to any repaired or replacement Goods supplied by FASTSIGNS under clause 5.2.

**5.10.** The Customer acknowledges that, in respect of any third party making a claim against the Customer in respect of the Services or the Goods, the Customer shall notify FASTSIGNS within 7 days of becoming aware of such a claim and FASTSIGNS may in its absolute discretion take conduct of any such claim or allow the Customer to continue, negotiations, litigation or other matters stemming from the matter and in any event the Customer will not correspond with any such third party until they have referred the matter to FASTSIGNS.

**5.11.** If the Customer is a consumer, the Customer may have legal rights in relation to Goods that are faulty or not as described. Advice about the Customers legal rights is available from their local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.