

Terms and conditions of Business

1 Interpretation In these Conditions:

'BUYER' or 'YOU' means the person who accepts a quotation of the Seller for the sale of the 'Goods' and whose acceptance is then confirmed by the Seller in accordance with these conditions or whose order for the 'Goods' is accepted by the seller

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the seller is to supply in accordance with these conditions

'SELLER' or 'WE' or 'US' or 'OUR' means XTRACS LIMITED

'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 between the buyer and the Seller or set out in the Quotation Order or Acceptance Forms issued by the Seller • 'CONTRACT' means the contract for the purchase and sale of the Goods

'WRITING' includes telex, cable, e-mail, facsimile transmission and comparable means of communication

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 that relevant time.

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

2 Updating Range

Our range of products is continually being revised and updated. We reserve the right to change specifications without prior notice.

3 Specifications

All descriptions, illustrations and sizes given in this catalogue are for guidance only and no particulars therein shall be binding on the company.

4 Samples

Prior to a bulk order, we are able to supply samples on selected items. Please call for details.

5 Price/Discounts

All prices are quoted exclusive of VAT. Please refer to ordering information for details. Xtracs Limited reserve the right to alter any prices/discounts at any time without prior notice.

6 Minimum Order

There is a minimum order of £45.00 + VAT. Any orders received below this value will be subject to a small order charge of £12.50 + VAT.

7 Delivery & Risk

Delivery lead-times are given in good faith and Xtracs Limited will not be responsible for any kind of delay in transit. We accept no liability and the buyer has no right to cancel the order if delivery is delayed beyond the estimated time unless we have specifically agreed in writing to deliver on a particular date.

Prior to dispatch great care is taken to inspect and package all goods. Upon receipt of a delivery, all goods must be examined for damage before signing the carrier's note. In the event that goods are damaged, the carrier's note should be endorsed accordingly, the goods should be kept in the original packaging at the buyer's premises for later inspection and Xtracs Limited should be notified in writing within 24hrs. Failure to comply with any of the above will be deemed that the goods are acceptable and the buyer unconditionally waives any right to reject the aforementioned goods.

Our liability in respect of loss or damage to goods shall not exceed the invoice value of the goods (excluding VAT) and our liability shall in no event extend to consequential or indirect loss or damage, loss to third parties or loss of business.

The goods must be delivered to the delivery address agreed with Xtracs Limited. Under no circumstances should the carrier be instructed by the buyer to deliver to another address or to leave the goods elsewhere.

If the buyer, or a representative of the buyer is not available to check and take delivery of the goods at the delivery address, this may result in the carrier needing to return on another date and a delivery surcharge to the buyer may apply.

8 Payment

Non-account buyers must submit payment with their order. When paying by cheque, please allow 5 working days for funds to clear before goods can be released.

Credit accounts may be applied for following a minimum of 3 months regular trading with Xtracs Limited on payment with order basis. Terms of trade are 30 days nett and any account outstanding for more than 30 days may be charged interest at 4% above Barclays Bank PLC lending rate. We reserve the right to refuse or withdraw credit accounts at any time.

All accounts are 30 days NETT, unless otherwise agreed by Xtracs Limited in writing. Xtracs Limited reserve the right to charge any legal costs on pursuant claims, regardless of location.

Interest on overdue payments shall be charged at 2% above the current BOE rate.

9 Returns

No goods may be returned to Xtracs Limited without our prior consent or after a period of 7 working days. Goods are returned at the buyer's cost and risk. A restocking charge will be made at 20% of the invoice value of all goods returned. Custom made goods are not returnable.

9a Warranty Returns

All products, unless otherwise stated are covered with a minimum of 12 months warranty. Any failures during this period should be advised, in writing, to Xtracs Limited and the goods returned for evaluation or correction. Under no circumstances should the goods be discarded. Any attempts for repair the products prior to instruction from Xtracs Limited will invalidate the warranty. Xtracs Limited reserve the right to repair the products, unless commercially unfeasible.

10 Copyright

Copyright of any product manufactured by us or any design, illustration or drawing produced by us remains the sole property of Xtracs Limited unless expressly agreed in writing by Xtracs Limited.

11 Reservation of title

Risk in the Goods shall pass to you when the Goods are delivered.

The property of the Goods shall remain with us until you pay all sums due whether in respect of this contract or otherwise.

You shall hold the Goods as our fiduciary agent until title passes.

Until title passes the Goods shall be stored separately from any other Goods and you shall not interfere with any identification mark, labels batch numbers or serial numbers on the Goods.

Until title passes we agree that you may use or agree to sell the goods as principle and not as our agents in the ordinary course of your business subject to the express condition that at our direction the entire proceeds of any sale or insurance proceeds received in respect of the Goods are held in trust for us and not mixed with any other monies or paid into an overdrawn bank account and shall at all times be identifiable as our money.

We shall be entitled to recover the price of the Goods including VAT even though the property in any of the Goods remains with us. We shall be entitled at any time to recover any or all of the Goods in your possession to which we have title and for that purpose we our servants or agents may with such transport as is necessary enter upon any premises occupied by you or to which you have access and where the Goods may be or are believed to be situated.

12 General

This contract shall be governed and interpreted exclusively accordingly to the Law of England.

Terms and Conditions of use of the website

User Agreement and Terms of Use:

Use of the window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk ("we", "us", "window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk", "Xtracs Limited", "Xtracs Limited.") website ("the site") constitutes acceptance of the Xtracs Limited User Agreement ("the agreement") and Terms of Use ("terms"). The user of the site ("you") represent that you have read and understood these terms and agree to be bound by them. If you do not agree to all the terms and conditions on this page, please do not use this web site. Use of any internal or external links on window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk constitutes acceptance of the terms on this page. If you do not agree with these terms, please exit this site by closing the browser window.

In order to use this site you must agree to be legally bound and to abide by the terms and to indemnify and hold window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk and Xtracs Limited. harmless from all alleged or actual damages, claims and expenses relating to any warrant, guarantee or representations made on the website or linked sites. This also includes, without limitation, attorney's fees. The use of this site for any reason is deemed to be an agreement of this condition.

Disclaimers, Bearing in mind that this is a free "public access" site, it is a condition of use of the site and the materials in it that use is at the user's own risk. We give no representation or warranty as to the accuracy of the content of the site and assume no responsibility for errors or omissions in it or the effect it has upon your computer. We disclaim all liability in respect of such information and its provision. Neither Xtracs Limited nor any of the site's editors or contributors shall be liable for any loss or damages suffered as a result of any use of the site, including but not limited to direct loss, consequential loss and loss of profits. We do not assume, and therefore disclaim, any liability for any loss or damage caused by errors or omissions. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is provided on an "as is" and "as available" basis. We shall not be liable for any direct, indirect, incidental, special, or consequential damages. This includes, without limitation and even if we are advised of the possibility thereof, any damages for loss of goodwill or any and all other commercial damages or losses including loss of profit, that result from the use of, or inability to use Xtracs Limited. In no event will Xtracs Limited be liable for indirect injury.

Third party disclaimer

Xtracs Limited disclaims any responsibility for the content of any third party materials provided through or on this Internet site. Individual merchants listed on this site provide their own order processing and customer service. Any recommendation made on this site is a personal opinion only and does not constitute any form of warrant, guarantee, promise or assurance. The merchantability or fitness for a particular purpose of any product is not guaranteed.

Indemnity

In order to use this site you must agree to be legally bound and to abide by the terms and to indemnify and hold window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk harmless from all alleged or actual damages, claims and expenses relating to any warrant, guarantee or representations made by the individual merchants or linked sites. This also includes, without limitation, attorney's fees. The use of this site for any reason is deemed to be an agreement of this condition.

Availability of service

We do not warrant or guarantee that the window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk website service will be uninterrupted or error-free. We do not make any warrant or guarantee, either expressed or implied as to the accuracy, validity, completeness, suitability, reliability, or currency of any information content within its site or sites to which it is linked to. No responsibility will be accepted for call charges sustained as a result of automatic connection to the internet due to advertisers page refresh commands or for any reason. It is the visitor's responsibility to disable automatic connection in their Internet settings.

Links and site content

Links to other web sites are provided solely as a resource guide and do not represent an endorsement or guarantee, either expressed or implied. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk does not assume any liability for any of the products, services, or data of any other sites. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is a facilitator of links to the content of other sites and as such has no editorial control over the content of such linked sites in the same manner that a public library has no control over the content of the books that it distributes. It is the responsibility of the user to evaluate the information, opinion, advice, or other content contained within the site. Where a comment or advertising message is labelled "free", visitors should check that this is currently the case before proceeding. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk cannot verify the validity or quality of any inclusions contributed by a third-party. If you believe any link to a third party site found within the window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk website infringes your intellectual property rights, please contact us in writing so that we may review any alleged infringement. This site has not verified, reviewed or approved all linked sites and makes no representation warrant or guarantee as to any such sites accuracy or suitability. Through its links, window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is offering access to a wide range of information, including historical materials that may contain negative stereotypes or offensive terminology. All such materials must be viewed in the context of their relevant time period. If you have any enquiries and disputes with linked sites they should be directed to the individual sites involved. We reserve the right to cancel or refuse orders for items or services offered at an incorrect price on window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk or through its links. We cannot be held responsible or liable for any loss or damage due to reliance on information obtained through window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk.

Information indemnity

The user agrees not to rely on any information obtained from window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk and indemnifies us from mistakes, omissions, errors, interruptions, delays of service or performance, defects, harmful components, viruses and bugs, howsoever caused. It is the user's duty to execute anti-contamination or virus software and ensure that any information, if contaminated or infected, will not damage the user's information or system. The entire risk as to the use of window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is with the user. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is not responsible or liable for telephone, network, ISP, electronic, computer or other communication problems or failures of any kind. Personal information sent to window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is at the sender's own risk. Educators should review a website before directing students to it. Sites change frequently and might contain different content than on a previous visit. Price and availability information is subject to change without notice. Currency conversions are indicated for convenience only and should not be relied upon.

Severance

Severance

If a term, covenant, provision, or condition of this agreement becomes, or shall be held by any court of competent jurisdiction to be against public policy or illegal, all remaining provisions of this agreement shall remain in full force and effect and unaffected, impaired or invalidated by this decision. The invalidated item shall be modified by the parties to the full extent possible to carry out all the intentions and directives stated in this agreement.

Governing law

Any such contract will be interpreted, construed and enforced in all respects in accordance with the laws of England, and you and window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk irrevocably submit to the non-exclusive jurisdiction of the English Courts. This agreement is governed by English law and all disputes will be handled solely in the United Kingdom. English Courts will have jurisdiction in respect of it. You consent to such venue and jurisdiction. window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk controls and operates its website from its offices in the United Kingdom and makes no representations or warranties that its content or use is legal in other locations.

Variation

Whilst it is not our intention to do so, window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk reserve the right to change its policies and terms at any time. Any such changes will be posted on this page. Price and availability information is subject to change without notice. We do not assume, and therefore disclaim, any liability for any loss or damage caused by errors or omissions.

Important note

The advice and information provided by window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk is for general help and guidance only and anyone at all unsure of how to deal with a specific problem should consult an appropriate professional. We do our utmost to bring you relevant and reliable information, but we can take no responsibility for any advice offered.

Headings

Headings are for reading convenience only and are not to be used in the interpretation of this agreement.

Copyright Protection

International Copyright Protection Agreements (Berne Convention and the Universal Copyright Convention).

All rights reserved. Copyright © commencing 2004 for window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk

Text, graphics, and HTML code are protected by UK, US, EU and International Copyright Laws, and may not be copied, reprinted, published, translated, hosted, or otherwise distributed by any means without explicit permission.

Users may not upload, post, reproduce, or distribute in any way (including verbally) the contents or intellectual property of Xtracs Limited without obtaining permission from window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk All other trademarks, product names, and company names and logos appearing on window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk are the property of their respective owners. Xtracs Limited is not associated with other companies who own similar sounding names. Whilst it is not our intention to do so, window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk reserves the right to change its policies and terms at any time. Any such changes will be posted on this page. If you do not agree to all the terms and conditions on this page, please do not use this web site. Use of any internal or external links on window-displays.comwindow-displays.com,xtracs.com,brandline.co.uk constitutes acceptance of the terms on this page. If you do not agree with these terms, please exit this site by closing the browser window.

Brandline



www.xtracs.com