

**Standard Terms and  
Conditions for the Supply of  
Vehicle Graphics  
Installation &  
Wrapping Services**



**1 Interpretation**

1.1 In these Conditions, the following definitions apply:  
"Business Day" means a day (other than a Saturday, Sunday or public holiday) when the clearing banks in London, United Kingdom, are open for business;  
"Collection Location" means the location specified in the Quotation for collection of the Customer's vehicle;  
"Conditions" means these terms and conditions;  
"Contract" means the contract between the Supplier and the Customer for the supply of the Services which incorporates these Conditions, the Quotation, and the Paintwork Declaration, which shall apply to the provision of the Services to the exclusion of all other terms, whether referred to in the Customer's correspondence or other documentation or implied by law;  
"Contract Date" shall have the meaning set forth in clause 2.2;  
"Customer" means the client specified in the Quotation;  
"Customer Requirements" means any requirements upon the Customer to enable the Supplier to provide the Services and perform its obligations hereunder, including those set out in the Specification;  
"Defect" means any failure of the Services to meet the Specification;  
"Delivery" means completion of provision of the Services and the return of the Customer's vehicle to the Collection Location, and "Deliver", "Delivers" and "Delivered" shall be construed accordingly;  
"Force Majeure Event" shall have the meaning set forth in clause 10.2;  
"Loss" means loss, cost or expense whether in respect of damage suffered or otherwise;  
"Paintwork Declaration" means the form entitled 'Paintwork Declaration' provided to the Supplier by or on behalf of the Customer when the vehicle upon which the Services are to be performed is provided to the Supplier;  
"Price" shall mean the charges specified in the Quotation;  
"Prior Work" means any work carried out on the body of the vehicle upon which the Services are to be performed prior to the Contract Date, including any re-spraying or replacement of any of the original parts of the vehicle, and including all Prior Work specified in the Paintwork Declaration;  
"Quotation" means the Supplier's quotation for the provision of Services to the Customer;  
"Services" means the services provided by the Supplier to the Customer (including all of them or any part of them) as specified in the Quotation;  
"Specification" means the description of and specification for the Services provided in the Quotation; and  
"Supplier" means MS-Group Limited t/a PopIn Vehicle Graphics.  
1.2 In these Conditions, the following rules apply:  
1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);  
1.2.2 a reference to a party includes its personal representatives, successors, or permitted assignees;  
1.2.3 a reference to a statute or statutory provision is a reference to that statute or statutory provision as amended, re-enacted or extended at the relevant time, and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;  
1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;  
1.2.5 a reference to writing or written includes faxes and e-mails;  
1.2.6 all references to times are to times in London, United Kingdom; and  
1.2.7 the headings in these Conditions are for convenience only and shall not affect their interpretation.

**2 The Contract**

2.1 In the event of a conflict between the parts of the Contract the following order of precedence shall apply:  
2.1.1 these Conditions;  
2.1.2 the Quotation;  
2.1.3 the Specification; and  
2.1.4 the Paintwork Declaration.  
2.2 The provision by, or on behalf of, the Customer of a vehicle to the Supplier is deemed to be an offer by the Customer to purchase the Services in respect of that vehicle in accordance with these Conditions, the Quotation, the Specification and the Paintwork Declaration. The Customer's offer shall only be deemed to be accepted by the Supplier when the Supplier countersigns the Paintwork Declaration (the date of such signature being "Contract Date").  
2.3 The Customer shall ensure that the Quotation, the Specification and the Paintwork Declaration are complete and accurate.  
2.4 The Customer shall also ensure that all information supplied to the Supplier in relation to the Services (including that information supplied to the Supplier to enable the Supplier to provide the Quotation) is complete and accurate. If such information is inaccurate in any material way the Supplier shall have the right to vary the Quotation (including the Price and the Specification) as is reasonable to account for such inaccuracy.  
2.5 The Supplier reserves the right to make any changes to the Specification which are required to confirm with any applicable legal or regulatory requirements (including but not limited to safety requirements) or which do not materially affect the quality of the Services.  
2.6 Except as specified in the Contract, no variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Customer and Supplier.  
2.7 Quotations do not constitute an offer. All Quotations are, unless agreed

otherwise in writing, valid for twenty (20) Business Days only from their date of issue.  
2.8 The Contract constitutes the entire agreement between the parties.  
2.9 The Customer acknowledges that it has not relied on any statement, promise or representation made by, or given on behalf of, the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Supplier's services. They shall not form part of the Contract or any other contract between the Supplier and the Customer.  
2.10 The Customer further acknowledges that any indications of the colour of materials to be applied to the vehicle upon which the Services are to be performed given to the Customer by the Supplier are approximate only, and whilst the Supplier shall use reasonable endeavours to ensure as close a match as possible of materials actually applied to any such indications, the Supplier does not guarantee that the colours of the materials actually applied to the vehicle upon which Services are performed will absolutely match any indications previously given by the Supplier.  
3 Customer requirements  
3.1 Prior to the Contract Date the Customer shall fulfil without delay and in a full and proper manner the Customer Requirements.  
3.2 The Customer shall prior to the Contract Date obtain any necessary consents and approvals required to enable the provision of the Services, including:  
3.2.1 any consents and approvals required in respect of the use of any logo, trade mark or design (included but not limited to the right to use any relevant intellectual property rights therein) to be incorporated or utilised as part of the Services;  
3.2.2 any permissions required or likely to be required from the ultimate beneficial owner of the vehicle upon which the services are to be performed, for example where the vehicle has been acquired from a vehicle hire company, the permission of that company;  
3.2.3 any local authority consents; and  
3.2.4 any consents or approvals required under applicable laws or regulations.  
3.3 All intellectual property rights employed by the Supplier in its conduct of the provision of the Services (for example any intellectual property rights subsisting in any processes for vehicle wrapping) shall remain the sole and exclusive property of the Supplier.  
4 Delivery  
4.1 The Supplier shall Deliver the Customer's vehicle upon which the Services are performed to the Collection Location following notification to the Customer by the Supplier of the completion of the Services.  
4.2 Where the Collection Location is not the Supplier's premises, Delivery shall be made between 9.00am and 5.00pm on a Business Day.  
4.3 Where the Collection Location is the Supplier's premises, the Customer may collect the vehicle at any time between 8.30am and 5.30pm Monday – Thursday and between 7.30am and 4.30pm on a Friday following such notification.  
4.4 Following the Contract Date the Collection Location shall be amended only by agreement between the Supplier and the Customer, and subject always to such amendment to the Quotation as the Supplier (acting reasonably) requires.  
4.5 Any dates quoted for Delivery are approximate only and the Supplier shall not be liable for any delay in Delivery howsoever caused. Time for Delivery shall not be of the essence of the Contract unless previously agreed in writing between the Supplier and the Customer.  
4.6 If the Customer fails to take Delivery on arrival of the Customer's vehicle at the Collection Location (where the Collection Location is a location other than the Customer's premises), or within one (1) day of arrival of the Customer's vehicle at the Collection Location (where the Collection Location is the Customer's premises), except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract the Supplier shall store or procure the storage of the said vehicle until Delivery takes place and charge the Customer for all related costs and expenses (including any costs or expenses relating to insurance of the vehicle whilst in storage).  
5 Price  
5.1 The Customer shall pay to the Supplier the Price on the date(s) set out in the Quotation.  
5.2 Unless specified otherwise in the Quotation the Price includes all applicable value added tax, sales tax and duty. Where it is specified in the Quotation that the Price does not include value added tax, sales tax or duty, or such value added tax, sales tax or duty is specified in the Quotation separately from the Price, such sums shall be paid by the Customer to the Supplier in addition to the Price at the same time as it pays the Price.  
5.3 If the Customer fails to make any payment to the Supplier by its due date then without prejudice to any other right or remedy available to the Supplier the Supplier shall be entitled to:  
5.3.1 cancel the Contract or suspend delivery of the Services to the Customer until full payment has been made;  
5.3.2 appropriate any payment made by the Customer under any other contract between the Customer and Supplier as the Supplier think fit; and  
5.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of four (4) per cent per annum above Barclays Bank plc 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 this interest).  
6 Liability  
6.1 In the event that a Defect is identified in the Services for which the Supplier is liable hereunder the Supplier shall be entitled to at its sole option to re-perform the Services in satisfaction for all liability of the Supplier arising in relation thereto. These Conditions shall apply to any re-performed Services.  
6.2 The Supplier will not be liable for Loss or Defects (including discolouration or other damage to painted surfaces upon the Customer's vehicle upon which the Services are performed) where arising from or occurring as a result of or through:  
6.2.1 improper use of said vehicle;

6.2.2 the Customer not following any instructions as to the care and/or use of said vehicle following performance of the Services;

6.2.3 any failure of the Customer to comply with any of the Customer Requirements;

6.2.4 the Customer's breach of the Contract;

6.2.5 third party damage, negligence of persons other than the Supplier, adverse weather conditions and/or alteration made to or in respect of said vehicle;

6.2.6 defects in the manufacture of said vehicle, or a lack of suitability for the use of said vehicle for the purposes envisaged hereunder;

6.2.7 no fault of the Supplier, for example as a result of the failure of the Customer to disclose Prior Work or the acts or omissions of another person; and/or

6.2.8 the failure of the Services to be fit for any purpose unless their suitability for such purpose was specified in the Specification;

6.3 The Supplier shall not be liable for any Loss which was not reasonably foreseeable at the Contract Date, or any Loss which is suffered by the Customer which could have been avoided by the Customer if the Customer had taken such action as would have been reasonably expected of a person in the position of the Customer, but failed to take.

6.4 The Supplier's liability under or relating to the Contract shall be limited to an amount equal to the Price.

6.5 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

6.5.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors (as applicable);

6.5.2 fraud or fraudulent misrepresentation;

6.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

6.5.4 any matter in respect of which it would be unlawful for the Supplier to limit or exclude liability.

6.6 Subject to clause 6.5, the Supplier shall not be liable to the Customer whether in contract, tort (including negligence), through breach of statutory duty or otherwise for any indirect, secondary, special or consequential Loss (including any such Loss that may result from a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors) arising under or in connection with the Contract.

6.7 The Supplier may store the Customer's vehicle(s) overnight inside the Supplier's premises or outside in the Supplier's locked compound for the duration of the works. The Customer will take full responsibility for insuring their vehicle(s) against theft or damage for the full duration that the vehicle(s) are on the Supplier's premises.

6.7 The Customer acknowledges that for further information as to the meaning of this clause 6, and the limitations it provides, it should speak to its local Citizens Advice Bureau or a solicitor specialising in agreements of this nature.

## 7 Title

Title to any tangible property supplied to the Customer as part of the Services shall pass to the Customer on receipt by the Supplier in full and cleared funds of the Price. Until such time as title passes to the Customer, in the event that the Customer breaches these Conditions, the Supplier shall be entitled to require the Customer to remove such tangible property from the vehicle of the Customer to which it has been applied and if the Customer fails to do so forthwith enter upon any premises of the Customer or any third party where such vehicle is held and itself remove such tangible property.

## 8 Warranties

8.1 The Supplier that the Services shall adhere in all material respects to the Specification, and be materially fit for purpose.

8.2 The Supplier does not guarantee that any wrapping applied to the Customer's vehicle shall continue to adhere to said vehicle without limit of time.

8.3 Other than as expressly stated hereunder all warranties, guarantees, conditions and representations on the part of the Supplier are excluded from the Contract.

8.4 The Customer warrants that it has disclosed all Prior Work within the Paintwork Declaration.

8.5 The Supplier warrants workmanship for the lifetime of the product, in-line with the manufacturers' standard warranty subject to the Customer maintaining the graphic as per the manufacturers' standard care, cleaning and maintenance procedures.

## 9 Cancellation, suspension and termination

9.1 The Customer is not entitled to cancel the Contract except with the agreement in writing of the Supplier and subject to such terms as the Supplier may require.

9.2 If the Customer becomes subject to any of the events listed in clause 9.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend the performance of its obligations under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Services performed shall become immediately due and payable.

9.3 For the purposes of clause 9.2, the relevant events are:

9.3.1 breach by the Customer of a material term of the Contract;

9.3.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;

9.3.3 the Customer admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

9.3.4 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors;

9.3.5 (being an individual) the Customer is the subject of a bankruptcy petition or order;

9.3.6 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, diligence, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets;

9.3.7 (being a company) an application is made to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administra-

tor is given or if an administrator is appointed over the Customer;

9.3.8 (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

9.3.9 a person becomes entitled to appoint a receiver or administrative receiver over the assets of the Customer or a receiver or administrative receiver is appointed over the assets of the Customer;

9.3.10 any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.3.2 to clause 9.3.9 (inclusive);

9.3.11 the Customer suspends, threatens to suspend, ceases or threatens to cease carrying on all of its business, substantially the whole of its business, or the part of its business to which the Services relate;

9.3.12 (being an individual) the Customer dies or by reason of illness or incapacity (whether mental or physical) is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

9.3.13 a Force Majeure Event which persists in excess of ten (10) Business Days.

## 10 Force Majeure

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

10.2 A "Force Majeure Event" means any event beyond a party's reasonable control which by its nature could not have been foreseen or, if it could have been foreseen was unavoidable, and shall include strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, import, export and other trade restrictions, sanctions, action or likely action of any governmental or regulatory authority, action or likely action of any pressure group, lobbying group or other organised or disparate coalition of persons which may (through proposed activities) have a detrimental impact upon the business of a party, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or adverse weather conditions, or default of suppliers or subcontractors.

## 11 Data Protection

The Customer grants to the Supplier the right to use the Customer's personal data and any personal data held by the Customer and notified to it for the purposes of performing the Services and its obligations hereunder, for exercising its rights hereunder, and for marketing the goods and services commonly provided by it or its business partners to the Customer. The Customer acknowledges that the Supplier may share the Customer's personal details with its business partners for this purpose, and that such business partners may contact the Customer directly. If the Customer does not wish for such personal data to be utilised for marketing purposes it should indicate so by contacting the Supplier at its address set out above.

## 12 General

12.1 Any notice to be given by either party to the other under the Contract shall be in writing addressed to the other party at its address set out in the Contract or such other address as may have been notified by the other party in accordance with the Contract. Any notice shall be delivered personally or sent by first class or recorded delivery post, or commercial courier. A notice shall be deemed to have been received if delivered personally when left at the address specified in this clause 12.1, if sent by first class post three (3) Business Days following despatch, or if sent by commercial courier or registered post on the date and at the time that the relevant delivery receipt is signed. The provisions of this clause shall not apply to the services of any proceedings or other documents in any legal action.

12.2 The Supplier may transfer, assign, hold on trust, licence, sub-contract or otherwise deal in, in any manner, any or all of its rights or obligations under the Contract without the requirement of prior notice to the Customer.

12.3 The Customer may not transfer, assign, hold on trust, licence, sub-contract or otherwise deal in, in any manner, any of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.4 Any provision of the Contract which is intended either expressly or by implication to enter into upon or continue in force following the cancellation, termination or expiry of the Contract shall (as appropriate) enter into or continue in force accordingly.

12.5 Neither party intends that any of the terms of any agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it or pursuant to any other rule of law, save that MS-Group Limited t/a Popln Vehicle Graphics shall be entitled to enforce any provision of the Contract.

12.6 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any provisions. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict further exercise of that or any other right or remedy.

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

12.8 If any invalid or unenforceable provision of the Contract would be valid and enforceable if some part of it were modified, the provision shall apply with the minimum modification necessary to make it valid and enforceable.

12.9 Any dispute arising under or in connection with the Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.