

## Combined Terms and Conditions of Sale for Popin - Vehicle Graphics

### 1. Definitions

1.1 **Company:** MS-Group Limited t/a Popin, whose registered office is at 285 Cowbridge Road West, Cardiff, CF5 5TD. Trading address: Unit 3-4 Tollgate Close, Cardiff, CF11 8TN. 1.2 **Customer:** The individual or entity purchasing the vehicle wrap services. 1.3 **Vehicle Wrap:** The application of vinyl or other materials to the surface of a vehicle for the purpose of changing its appearance and brand advertising. 1.4 **Order:** The Customer's request for services as detailed in the order confirmation. 1.5 **Fleet Livery:** The branding and graphic design applied to multiple vehicles within a fleet. 1.6 **Chevron Kits:** High conspicuity markings applied to vehicles for safety and visibility. 1.7 **Motorsport Wraps:** Specialized wraps designed for racing and motorsport vehicles. 1.8 **Templated Decals:** Pre-designed graphic elements applied to vehicles. 1.9 **Buyer:** The person, firm, or company who purchases the Goods from the Company. 1.10 **Contract:** Any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions. 1.11 **Delivery Point:** The place where delivery of the Goods is to take place under condition 4. 1.12 **Document:** Includes, in addition to a document in writing, a map, plan, design, drawing, picture, or other image, or any other record of any information in any form. 1.13 **Goods:** Any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

### 2. Agreement

2.1 By placing an Order with the Company, the Customer agrees to be bound by these terms and conditions. 2.2 These terms and conditions constitute the entire agreement between the Company and the Customer and supersede all prior agreements, understandings, and representations. 2.3 Any amendments to these terms and conditions must be made in writing and signed by both parties.

### 3. Application of Terms

3.1 Subject to any variation under condition 2.3, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification, or other document). 3.2 No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification, or other document shall form part of the Contract simply as a result of such document being referred to in the Contract. 3.3 These conditions apply to all the Company's sales, and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing by both parties. The Buyer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation. 3.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions. 3.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgment of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer. 3.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate. 3.7 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgment of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

### 4. Services

4.1 The Company agrees to provide vehicle wrap services as described in the Order confirmation. 4.2 Any changes to the scope of work must be agreed upon in writing by both parties. 4.3 The Company reserves the right to refuse service for any reason, including but not limited to, the condition of the vehicle or the nature of the requested wrap. 4.4 The Company services include but are not limited to: Fleet Livery, Vehicle Color Changes, Chevron Kits, Motorsport Wraps, Templated Decals, Custom Vehicle Graphics, High Conspicuity Markings, Expert Installation.

### 5. Payment

5.1 Non-account customers, a non-refundable deposit of 50% is required at the time of booking. 5.2 The remaining balance is due upon completion of the work. 5.3 The Company reserves the right to retain the vehicle until full payment is received. 5.4 Late payments will incur a fee of £25 per day until the balance is paid in full. 5.5 Payment methods accepted include BACS transfer, credit card, cash. 5.6 In the event of non-payment, the Company reserves the right to take legal action to recover the outstanding amount, including any additional costs incurred. 5.6 Account customers payment 30 days from invoice date. Credit accounts maybe applied for after four prior transactions.

### 6. Delivery

6.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business. 6.2 The Buyer shall take delivery of the Goods within 1 day of the Company giving it notice that the Goods are ready for delivery. 6.3 Any dates specified by the Company for delivery of the Goods are intended to be an estimate, and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. 6.4 Subject to the other provisions of these conditions, the Company shall not be liable for any direct, indirect, or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, and similar loss), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days. 6.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licenses, or authorisations:

- Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- The Goods shall be deemed to have been delivered; and
- The Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- If the Buyer fails to take delivery of the Goods within the specified time, the Company reserves the right to leave the Buyer's vehicles in a public car park at the Buyer's risk and expense

6.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods. 6.7 The Buyer shall provide the Company's personnel with full and unrestricted access to the Delivery Point for the purpose of the delivery of the Goods and shall ensure that such premises are clean, safe, and cleared for delivery and comply with all relevant health and safety legislation applicable at the date of delivery. 6.8 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro-rata Contract rate. 6.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. 6.10 Each instalment shall be a separate Contract, and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

### 7. Non-Delivery

7.1 The quantity of any consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. 7.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received. 7.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro-rata Contract rate against any invoice raised for such Goods.

## 8. Risk/Title

8.1 The Goods are at the risk of the Buyer from the time of delivery. 8.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- The Goods; and
- All other sums which are or which become due to the Company from the Buyer on any account. 8.3 For the avoidance of doubt, if the Buyer has more than one account with the Company or owes the Company any sum whatsoever, ownership of the Goods will not pass to the Buyer until the expiry of 12 months after the date upon which all sums due to the Company have been received in full (in cash or cleared funds) and all accounts are at zero (or a credit) balance for the entire 12-month period since all sums were received. The Buyer agrees that title and ownership of the Goods will only pass upon the expiry of a clear 12-month period (as detailed above) in which time no sum is owed to the Company. 8.4 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - Hold the Goods on a fiduciary basis as the Company's bailee;
  - Store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
  - Not destroy, deface, or obscure any identifying mark or packaging on or relating to the Goods; and
  - Maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request, the Buyer shall produce the policy of insurance to the Company.

8.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- Any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- Any such sale shall be a sale of the Company's property on the Buyer's own behalf, and the Buyer shall deal as principal when making such a sale.

8.6 The Buyer's right to possession of the Goods shall terminate immediately if:

- The Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision 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 documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- The Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- The Buyer encumbers or in any way charges any of the Goods.

8.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

8.8 The Buyer grants the Company, its agents, and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

8.9 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

8.10 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

## 9. Warranties and Liability

9.1 The Company warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods shall:

- Be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- Be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Company.

9.2 The Company shall not be liable for a breach of any of the warranties in condition 9.1 unless:

- The Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
- The Company is given a reasonable opportunity after receiving the notice of examining such Goods, and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

9.3 The Company shall not be liable for a breach of any of the warranties in condition 9.1 if:

- The Buyer makes any further use of such Goods after giving such notice; or
- The defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods or (if there are none) good trade practice; or
- The Buyer alters or repairs such Goods without the written consent of the Company.

9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with any of the warranties in condition 9.1, the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro-rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

9.5 If the Company complies with condition 9.4, it shall have no further liability for a breach of any of the warranties in condition 9.1 in respect of such Goods.

9.6 Any Goods replaced shall belong to the Company, and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12-month period.

## 10. Limitation of Liability

10.1 Subject to condition 4, condition 6, and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Buyer in respect of:

- Any breach of these conditions;
- Any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

- Any representation, statement, or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes or limits the liability of the Company:

- For death or personal injury caused by the Company's negligence; or
- Under section 2(3), Consumer Protection Act 1987; or
- For any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- For fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

- The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- The Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill, or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

#### **11. Force Majeure**

11.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

#### **12. General**

12.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not. 12.2 If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability, or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. 12.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. 12.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract. 12.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. 12.6 The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

#### **13. Communications**

13.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or sent by electronic mail:

- (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
- (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

13.2 Communications shall be deemed to have been received:

- If sent by pre-paid first-class post, two days (excluding Saturdays, Sundays, and bank and public holidays) after posting (exclusive of the day of posting);
- If delivered by hand, on the day of delivery;
- If sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day; and
- If sent by electronic mail, on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

13.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.

#### **14. Entire Agreement**

14.1 The Contract constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. 14.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. 14.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in the Contract (whether made innocently or negligently) shall be for breach of contract. 14.4 Nothing in this condition shall limit or exclude any liability for fraud.

#### **15. Governing Law and Jurisdiction**

15.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

#### **15. Cancellation Policy**

15.1 Customers must provide a minimum of 48 hours' notice for any cancellations. Cancellations made within 48 hours of the scheduled work may incur a cancellation fee of £250. This fee is justified as an administrative cost and compensation for lost labor. The cancellation fee will be applied if the slot cannot be filled with alternative work. This policy aligns with standard practices in service industries where labour is booked on a job specific basis. Please ensure you understand this policy when booking services.