



Terms & Conditions

Terms of Agreement.

When you use our company and place an order with us, these Terms and Conditions of Business will constitute a legally binding agreement between you and us. It is your responsibility to carefully read these Terms and Conditions of Business before using our services.

By using DS20 Displays Ltd to supply your goods and services it is contingent upon your acceptance of our Privacy Policy and the following Terms and Conditions of Business and will be considered acceptance if you proceed to buy from us. If you do not agree to the Terms and Conditions of Business contained in the following pages, then you should not use us.

Please note that DS20 Displays Ltd has the right to modify these Terms and Conditions of Business and, thus, you should review them periodically.

Please read the following sections carefully, as they contain the Terms and Conditions of Business that will govern your sale and use of the DS20 Displays Ltd website. Additionally, you should review our privacy policy.

If you have any enquiries, comments or concerns regarding this agreement or any other part of this site or regarding any of our featured products and services or if you have experienced technical problems while using this site, please send an email to hello@ds20displays.com

1. Definitions

“Seller” means DS20 Displays Ltd, registered in England, No: 12305006 (in these Terms and Conditions also means DS20 Displays Ltd whose registered office is at Stag Gates House, 63/64 The Avenue, Southampton SO17 1XS. “Buyer” means the company whose name is printed on the Order.

“Contract” means the Order and Order Confirmation (incorporating any Special Conditions)

“Faulty” means containing a fault or defect; imperfect or defective.

“Goods” means the goods or services which the Seller is to sell in accordance with these Terms and Conditions of Business.

“Order” means the Buyer’s order for Goods or services.

“Order Confirmation” means the Seller’s written Confirmation pursuant to Condition 3(b).

“Price” means the price together with delivery in force at the date and time of the Order, subject to any promotional offer or discount then applicable.

“Person” means any person, firm or company.

“Special Conditions” any conditions in relation to orders set out and designated as such in the Order Confirmation.

“Terms and Conditions of Business” means the standard terms and conditions of business set out in this document.

“Writing” includes, other than for the purpose of Condition 9, email clearly bearing the names of the sender and the recipient and writing on the screen of a visual display unit or other similar device.

2. Basis of Sale.

a. These Terms and Conditions of Business and any Special Conditions will govern the Contract to the exclusion of any other terms, including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or other document.

b. Any variation of these Terms and Conditions of Business and the Special Conditions will only bind the Seller if agreed in Writing between authorised representatives of the Seller and the Buyer.



c. The Seller's employees are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into any Contract and in accepting delivery, the Buyer acknowledges that it does not rely on representations concerning the Goods which are not confirmed in this way.

3. Orders and Specifications

a. All Goods are offered for sale subject to availability and subject to the Seller's acceptance of the Order.

b. The Seller reserves the right to reject any Order without the obligation to assign any reason for so doing. No Order shall be deemed accepted by the Seller unless and until it is confirmed unconditionally by the Seller in the Order Confirmation.

c. The Seller has a policy of continuous product development and reserves the right to amend the specifications of any of the Goods without prior notice.

d. The Seller endeavours to display and describe as accurately as possible the Goods which appear on its website and in any information supplied but cannot undertake to give any assurance that items supplied will exactly match those displayed.

4. Price, Payment and Currencies

a. Prices are clearly marked as being either inclusive or exclusive of VAT. VAT is added based on the final value of your order in the check-out process, at the rate applicable to your country. The Buyer shall be responsible for any other taxes or duty and customs applicable in the territory to which the Goods are sent.

b. Payment must be made in advance unless an agreement otherwise is in place. Payment can be made by BACS, chaps, credit card, debit card, PayPal or an agreed finance plan is in place as defined by the seller at the time of placing an Order which is accepted by the Seller. Payment in full will be taken at this time and the Contract will be in force.

c. The Seller is not multi-currency enabled, which means the Buyer must pay in GBP the full value of the order and accept all fees for the transfer, ensuring that the full order value is received in the Seller's bank account and excludes any deduction for transfer fees.

d. The Buyer undertakes that all details provided to the Seller for the purpose of the Order and its delivery will be correct and that the chosen method of payment is the property of the Buyer and that sufficient funds or credit facilities are available to cover the full cost of the Goods ordered. The seller reserves the right to obtain validation of the Buyer's credit card, debit card or PayPal details before accepting the Buyer's Order.

5. Delivery

a. The place for delivery of the Goods will be as shown on the Order and the normal method of delivery (unless specifically agreed otherwise) shall be by a standard any time delivery slot on normal Monday to Friday standard working day, excluding weekends and bank holidays and by a courier service of the Seller's choice.

b. The Seller will endeavour to process the Order and any special-order Goods requiring manufacture within the time period agreed for each item. However, manufacturing times can vary by item of Goods and it is the policy of the Seller to combine items of the same delivery address or separate shipping packages as it sees fit. Any dates quoted for delivery of the Goods are indicative only. Time for delivery will not be of the essence of the



Contract and the Seller will not be liable for any loss or expenses sustained by the Buyer arising from any delay in the delivery of the Goods howsoever caused.

c. The Buyer must inspect the Goods on delivery and, in the case where Goods have been delivered by carrier, sign the required proof of delivery document or collection acceptance document. A signature on that document will constitute conclusive evidence against the Buyer of receipt of the quantity of Goods indicated on that document free from any apparent defect or damage. The Buyer may not reject the Goods or any part of them solely on the grounds of short delivery of an instalment. If the Goods are alleged to be damaged or defective on delivery, a description of the alleged damage or defect must be given in writing at the time of delivery and signed by or on behalf of the Buyer.

d. The Seller reserves the right to make delivery of the Goods by instalments. If the Goods are to be delivered in instalments, each delivery will constitute a separate contract. The Buyer may not treat the Contract (as a whole) as repudiated if the Seller fails to deliver any one or more of the instalments or if the Buyer has a claim in respect of any one or more of the instalments.

e. If the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be under no obligation to refund the Price.

f. Goods may not be returned to the Seller except as provided in returns policy.

6. Risk and Property

Risk of damage to or loss of the Goods will pass to the Buyer upon delivery to our chosen carrier. Property in the Goods will not pass from the Seller until the Seller has received full payment of the Price and all other sums which are due, owing or payable by the Buyer to the Seller in respect of the Contract or any other Contract between the Seller and the Buyer.

7. Returns, refunds and rights of cancellation

a. The Buyer shall have the right to cancel any Order for Goods only in the following circumstances:

(i) if the Seller has failed to deliver the Goods ordered within 30 days after the date of the Order

(ii) in the case of Faulty Goods at the earliest opportunity after the Buyer has discovered the fault or defect (provided that the Buyer shall be deemed to have inspected the Goods as soon as reasonably practicable after delivery and in no case longer than 14 days after receipt).

b. Notice of the wish to cancel must be made by email to the email address of hello@ds20displays.com.

c. For the avoidance of doubt, save in respect of faulty or defective goods, nothing in these Terms and Conditions of Business shall give to the Buyer rights of cancellation in regard to the Goods which, by their nature have been made to the Buyer's specifications or clearly personalised.

d. In the case of cancellation under Condition 7(a) above, the Seller shall be responsible for all sums paid (including initial and re-delivery charges (if any) in respect of the Goods in question.

e. All items of Goods which are returned by the Buyer to the Seller must be returned in their original packaging (which the Buyer should retain for the purpose) and must be in an unused condition.

8. Limitation of liability

a. The Seller will not be liable for short delivery or Faulty Goods unless a claim is notified to the Seller in writing in accordance with Condition 7a. or, where upon reasonable inspection of the Goods, the Buyer should have become aware of such defect. The notification must include the Order confirmation number, delivery note number and details of the claim. In the case of a valid claim, the Seller may, in its sole discretion, replace the Goods (or the part in question) or refund to the Buyer the Price (or an appropriate proportion of the Price). The Seller will have no further liability to the Buyer in respect of the matters referred to in this Condition 8a.

b. The Seller will not be liable in any way for loss, damage, costs or expenses (including loss of profit) , loss of contract or business, business interruptions arising directly or indirectly from any failure or delay in performing any obligation under this contract by reason of any event or circumstance outside the reasonable control of the Seller, consequential or special loss even if the seller was aware of the circumstances in which such loss could arise and including (but not limited to), any strikes, industrial action, failure of power supplies or equipment, government action or Act of God.

c. The liability of the Seller, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of the Seller's obligations in connection with the use of the information provided under the Contract, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services. In no event shall the liability include damages for loss of profits or revenue; increased cost of purchasing or providing materials, supplies or services; cost of replacement capital; claims of purchaser's customers; inventory or use charges; or incidental or consequential damages of any nature.

d. This limitation of liability section shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this Contract. It is up to the Buyer to take precautions to ensure that whatever computer equipment and/or software selected for use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. In no event will the Seller be liable to the Buyer or any other party associated with the Buyer from any direct, indirect, special or other consequential damages for any use of the ds20displays.com website, or any other hyper linked website, including without limitation, any lost profits, business interruption, loss of programs or other data on the Buyer's information handling system or otherwise, even if the Seller has been expressly advised of the possibility of such damages.

e. In no event is the seller liable for any planning permission guidance. The rules and regulations relating to outdoor advertisements and signs are rather complicated, a guide to UK planning permissions for advertisers can be found [here](#). If in doubt contact your Local Planning Authority.

f. In no event will any third-party marketing partner or affiliate (e.g. Facebook) have any liability whatsoever to Buyer in connection with the services provided through the ds20displays.com website. Seller hereby disclaims any and all such liability on behalf of such partners and affiliates.

g. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one million pounds (sterling) (£1,000,000).

h. This clause 8 shall survive termination of the Contract.



9. Intellectual Property

a. This website is owned by the Seller and operated by ds20displays.com Unless otherwise noted in this website, DS20 Displays Ltd owns the copyright with respect to all content on the website. Content includes text, graphics, logos, audio clips, trademarks, software server information, and anything else hosted on this website. All rights to content, services, and server information are reserved. Any modification made to the content of this website by a third party is a violation of DS20 Displays Ltd copyright.

b. Nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the website or any information displayed on the website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions of Business; or (b) with the prior written permission of DS20 Displays Ltd or the prior written permission from such third party that may own the trademark or copyright of information displayed on the website.

c. The DS20 Displays Ltd logo, name, and other marks indicated on the website are the subject of applications for trademarks or registered trademarks of the Seller. Graphics, logos, page headers, button icons, scripts and service names are the trademarks of DS20 Displays Ltd. Trademarks and trade dress may not be used in connection with any product or service that is not DS20 Displays Ltd, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits DS20 Displays Ltd. All other trademarks not owned by DS20 Displays Ltd that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by DS20 Displays Ltd.

d. The Buyer agrees that as an express condition of the holding of an account with the Seller the Buyer shall not use the service offered by the Seller to infringe the intellectual property rights of others in any way. The Seller reserves the right, with or without notice, to terminate forthwith the account of any Buyer who infringes (or who is alleged to have infringed) the copyrights or other intellectual property rights of any third party and to remove all such infringing (or allegedly infringing) material from the website.

10. Data Protection

a. The Seller processes personal data in accordance with its Privacy Policy.

11. General and Miscellaneous

a. Notice

(i) Any notice given or made under the Contract must be in writing (other than writing on the screen of a visual display unit or other similar device, which shall not be treated as writing for the purposes of this Condition).

(ii) A notice served on the Seller will be addressed as provided in Condition 9(e) and on the Buyer at the address stated on the Order, and if so addressed, will be deemed to have been duly given or made as follows:

* if sent by personal delivery, upon delivery at the address of the relevant party; or

* if sent by first class post, two clear business days after the date of posting.

(iii) The Seller and the Buyer may notify each other of a change in their name, relevant addressee and address for the purpose of this Condition and this notification will only be effective on:

* the date specified as the date on which the change is to take place; or

* if no date is specified or the date specified is less than five clear business days after the date on which notice is given, the date falling five clear business days after notice of any change has been given.



(iv) This Condition will not apply in relation to the formal service of any court documentation or other document arising in connection with any disputes under the Contract.

b. Governing law and jurisdiction

(i) The Contract shall be governed by and construed in accordance with English law. (ii) The parties irrevocably agree that the courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise in connection with the Contract.

c. Waiver

If the Seller does not exercise a right or power when it is able to do so this will not prevent it exercising that right or power. When it does exercise a right or power it may do so again in the same or a different manner.

d. Statutory Rights

The rights of the Seller and the Buyer and remedies under the Contract are additional to and not in derogation of, any other rights and remedies they may have at law.

e. Severability

If any term or provision in the Contract is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from the Contract in its entirety, and the remainder of the Contract shall survive with the said offending provision eliminated.

f. Website Availability

Because public networks, such as the internet, occasionally experience disruptions, the Seller cannot guarantee the ds20displays.com website will be available 100% of the time. Although the Seller strives to provide the most reliable website possible, interruptions and delays in accessing the website are unavoidable and the Seller disclaims any liability for damages resulting from such problems.

g. Typographical Errors

Information on ds20displays.com website or other correspondence may contain technical inaccuracies or typographical errors. The Seller attempts to make its descriptions as accurate as possible but does not warrant that the content of the ds20displays.com website or other correspondence is accurate, complete, reliable, current, or error-free.

h. Off-Site Links

A link to a non-ds20displays.com website does not mean that the Seller endorses or accepts any responsibility for the content or the use of such website. It is up to the Buyer to take precautions to ensure that whatever it selects for its use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

i. Headings

All Conditions and section headings are for convenience of reference only and shall not affect the interpretation of the Contract.



j. User Registration, eligibility and account activity

In registering or contacting ds20displays.com, the Buyer acknowledges and represents that he/she is an individual who can form legally binding contracts under applicable law for the Buyer. The Buyer agrees to keep any username and password supplied to them confidential. The Buyer further guarantees that any information supplied to DS20 Displays is accurate. Falsifying or omitting any contact information that is required such as a name and/or email or telephone number when registering for services is not permitted. Users are also not permitted to use fax or disconnected numbers as a telephone number. When using the website, the Buyer must obey all applicable international, federal, state and local laws.

k. User Suspension and/or Termination

The Seller, in its sole discretion, may terminate the Buyers user registration for violating ds20displays.com Policies. The Buyer agrees that breach of any of the terms in the Contract may also result in the immediate termination of the Buyers user registration and/or give rise to civil action against the Buyer.

l. Sellers right of removal of materials

The Seller reserves the right at any time with or without the Buyers prior consent and without liability to the Buyer in that regard to delete from the ds20displays.com website all personal information, data, text, files, images and all other materials of the Buyer and to prevent the Buyer from obtaining access to any such data. In particular, it is the absolute policy of the Seller to reject any materials which, at the Sellers sole discretion, it considers to be obscene, in bad taste or in any other way inappropriate (whether or not such materials would be illegal or unlawful).

m. Buyer indemnification of DS20 Displays Ltd

The Buyer agrees to indemnify the Seller and its affiliates, employees, agents, representatives and third party service providers and to defend and hold each of them harmless, from any and all claims and liabilities (including attorney's fees) which may arise from the Buyers submissions to DS20 Displays Ltd, and/or from the Buyers unauthorised use of material obtained through the DS20 Displays Ltd and/or from the Buyers breach of the Contract, or from any other loss or damage of whatever kind suffered by the Seller caused by the Buyers use of the materials from DS20 Displays Ltd and their website ds20dipsplays.com.

n. Seller' s right of change and amendment

The Seller reserves the right to make changes from time to time to the nature of and/or the way in which it provides its services under contracts with Buyers and, in consequence, to make variations and amendments to these Conditions and to its Policies. Buyers who use the Seller's services on a regular basis should check the relevant links regularly before placing Orders.

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