

GENERAL

1. All contracts between the Company and the Customer for the supply of goods or services by the Company shall be on these conditions ("the Conditions") and shall supersede any terms and conditions proposed by the Customer and may not be varied except by the specific written consent of a director of the Company. The giving of any delivery instructions, the acceptance of or payment for any goods or services or any conduct in confirmation of the transaction hereby contemplated shall constitute acceptance by the Customer of these Conditions. No variation of these terms shall be valid unless agreed to in writing by a duly authorized officer of the Company.

DEFINITIONS

2. "Company" means ASSA ABLOY Entrance Systems Limited
 3. "Customer" means the Company's customer for the Works
 4. "Works" means the agreed scope of supply in accordance with the quotation and any agreed variations and is generally to include the provision of all necessary supervision, labour, materials, goods and equipment

QUOTATIONS

5. Quotations are open for acceptance within 12 weeks from the date thereof or such other period as may be stated in the quotation but are subject to confirmation in writing by the Company at the time of such acceptance, and no order (whether made pursuant to a quotation or not) shall create a contract unless it is accepted by the Company in writing. In the event of such a refusal, no damage or expenses of any kind whatsoever shall be payable by the Company to the Customer.

PRICE

6. Prices quoted are based on the cost of materials, labour, transport duties, levies and statutory obligations ruling at the date of quotation. Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company Monday to Friday 7am to 6pm.
 7. The Company reserves the right to increase the price to cover wasted costs if on the date of installation there is not available both electrical power to run the Company's tools and access is not granted to install and commission the goods. If a return visit is required, these will be chargeable at the current daily rate. The Company shall also be entitled to increase such price in the event of changes in specification, quantities, delivery or installation instructions notified to the Company after the acceptance of an order and in the event of any error or omission on the part of it, its servants or agents affecting it or their circulation.
 8. Prices stated do not include Value Added Tax, which will be added, where applicable, at the appropriate rate at the time of invoicing.

VARIATIONS AND EXTRAS

9. The prices quoted are based upon dimensions, quantities, drawings and specifications given at time of tender. The Company reserve the right to require re-calculation and apply additional charges if any of these parameters change
 10. The Company also reserves the right to increase the contract price to reflect increases in the cost of materials or labour between the date of expiry of the Quotation or the end of the fixed period specified in the Quotation and the date of completion. This will only be implemented if the Company incurs actual additional cost.
 11. If additional work is requested by the Customer, a further quotation will be submitted and the additional work will not be started until the Customer has confirmed acceptance in writing of the further quotation. The Customer will not be liable in the event of the additional work or late acceptance of the additional work delaying the completion of the original works although the Company will make all reasonable efforts to agree and achieve a mutually acceptable revised completion date.

CANCELLATIONS

12. Once the Company has received an order no cancellation in whole or in part can be made by the Customer without the Company's consent which will normally only be granted where the Company can cancel any relevant order placed with its own supplier. The Company shall be entitled to receive payment on the greater value of either 10% of the contract sum or on a quantum meruit basis in respect of work completed or in progress at the date of cancellation together with loss of profit duly calculated on the basis of genuine pre-estimate of works carried out. Since the goods are manufactured to fulfil the Customer's particular requirements, in the event of cancellation, the Company may be unable to re-sell the goods or any part thereof at better than scrap value.

THE WORKS

13. The Company will carry out and complete the Works in accordance with the Quotation in a good and workmanlike manner. All Services shall be carried out with reasonable skill and care and by appropriately qualified and trained persons. The Company will include in the Quotation detail of the specific site requirements and other preparation requirements to ensure a successful installation.
 14. The Company reserves the right to make changes in the design and specification of the goods without notice but will make all reasonable attempts to communicate any such changes to the Customer as soon as known.
 15. The Customer will provide unrestricted access to the site during normal working hours. Where alternative working hours have been agreed, the Customer will ensure that unrestricted access is provided.
 16. The Customer will be responsible for obtaining at its own cost and in a timely manner any consent, permission or approval required so as not to delay or interrupt the regular progress of the Works.
 17. The Company will be responsible for ensuring compliance with relevant current legislation, Building Regulations, applicable standards and best practice. The Company will also ensure that it complies with the Company Health & Safety Policy, specific Project Health & Safety requirements, Customer safety policies and with relevant applicable Health & Safety legislation. The Company will provide employees and subcontractors with appropriate protective equipment to comply with the relevant British standard and good industry practice.

TERMS OF PAYMENT

18. Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made immediately on receipt of the Company's invoice or invoices without any discount or other reduction and without deferment on account of disputes or cross claims, unless otherwise notified by the Company. At the Company's absolute discretion and subject to prior approval in writing given by the Company to the Customer, payment may be made within 28 days of the date of the invoice.

19. The Customer will not be entitled to withhold payment in whole or in part of any sum due unless he issues a written notice of intention to withhold payment not less than 5 days before the final date for payment specifying the amount proposed to be withheld and the ground for the withholding or if there is more than one ground, each ground and the amount attributable to it. In any event, no set-off will be permitted by reference to any sum due under one or more other contracts.

20. The Company may invoice for interim payments each month as the Works proceed. The sum on each interim invoice shall become due immediately and shall be paid within a maximum of 28 days thereafter (Final date for Payment)

21. In the event that the Customer does not take delivery of the goods forthwith upon notification that manufacture of the goods has been completed, the Company shall be entitled to invoice the Customer for the material element of the Works and the sum on such invoice shall become due immediately and shall be paid within a maximum of 28 days thereafter (Final date for Payment). The Goods may be held by the Company or delivered to the Customer subject to satisfactory protection and security being available. In the event that the Company stores the Goods, the Company will also be entitled to charge and recover the cost of reasonable storage rates which shall be added to the price stated in its quotation and shall be paid in accordance with Clause 3 of these Conditions.

22. The full price less any interim payments and any agreed retention will be invoiced on completion of the Works and will be payable within 28 days of the date of the invoice (Final date for Payment).

23. The Customer will not be permitted to make any retention unless provided for in the Quotation or otherwise in writing by a director of the Company. Any retention must be released in full together with VAT as appropriate no later than 12 months after the Company has completed the Works.

24. If any payment is not received by the expiry of its respective Final Date of Payment, the Company will be entitled to statutory compensation and to charge interest. Interest shall be payable by the Customer from the date by which payment should have been made on the unpaid amount on a daily basis at the rate of 8% per annum above the base lending rate of National Westminster Bank Plc from time to time in force unless otherwise specified.

25. In the event of non-payment, the Company shall have the right to suspend all further deliveries until payment is made in full or cancel the order and/or any subsequent orders in so far as any goods remain to be delivered thereunder and no time or indulgence granted by the Company to the Customer shall prejudice any right or remedy which the Company may have in any matter whatsoever.

26. The Company will seek to extend credit facilities to the Customer. However, in the event that Company is unable to extend credit facilities or has to withdraw credit facilities, the Company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein.

MISREPRESENTATIONS

27. None of the Company's employees is authorised to make any statement or warranty or representations as to the goods or services supplied other than in writing. The Company shall therefore be under no liability whatsoever nor shall the Customer be entitled to any remedy by reason of the Misrepresentation Act 1967 except to the extent (if any) that the Court may allow reliance on it as being fair and reasonable.

DELIVERY AND TIME FOR COMPLETION

28. The Company will use all reasonable endeavours to ensure that the Works are completed within the time (if any) stated in the Quotation or as agreed with the Customer provided that time of delivery of the Goods or performance of the Services shall not be of the essence of this agreement. In the event that delivery, dispatch or completion is not made for whatever reason whatsoever at the times stated, the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.

29. Where the contract provides for payment upon submission of a pro-forma invoice or other demands, the Company shall not be obliged to deliver and/or supply the services until payment has been made.

RISK AND RESERVATIONS OF TITLE

30. Upon delivery, all risk of loss or damage to the goods shall pass to the Customer.

31. The property in the goods shall remain vested in the Company until the Customer has paid for the Works in full. If the Customer defaults in respect of any obligations to make payment under the contract, the Company may enter the site and repossess and remove the materials until such time as all sums due have been paid in full, even if the materials have been installed, connected or incorporated in the Works in which case the Company may un-install, disconnect and remove the same

LIABILITY FOR DEFECTS

32. The Company warrants for a period of one year from the date of installation that the goods will be free of defects in material and workmanship. During said period, the Company's sole obligation shall be to repair or replace (at its own option) any goods, which are disclosed to the Company's reasonable satisfaction to be so defective. Replacement parts supplied for the goods or repairs made to the goods during the original warranty period for such goods shall be warranted for an additional period of 3 months after the Customer's receipt of such replacement parts or repaired goods as the case may be, or until expiry of the original warranty period whichever is the longer period. This warranty will be invalidated if goods or parts are supplied by any other person other than the Company or a duly accredited operative or if the goods or parts are misused or neglected by the Customer or used other than in their ordinary commercial or industrial usage or if the goods are damaged due to vandalism.

33. The Customer will have the option of extending the warranty period by entering into an annual maintenance contract for the goods supplied.

CONSEQUENTIAL DAMAGE

34. The Company shall not in any circumstances be liable to the Customer for any loss of profits, business contracts, revenues or anticipated savings or for any special indirect or consequential damage of whatsoever nature suffered by the Customer in connection with the installation, use, functioning or state of the goods or in connection with anything done or omitted to be done by the Company, its servants or agents, including any breach by the Company of any fundamental term of any order, save that nothing contained in this sub-clause shall exclude any liability arising from the negligence of the Company causing death or personal injury.

LIABILITY

35. The Company's liability for death or personal injury to any individual caused by negligence of the Company or its subcontractors or agents is not limited. Without prejudice to the above, the maximum liability of the Company for all other events shall not exceed the contract price.

IMPOSSIBILITY OF PERFORMANCE

36. The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and The Customer, should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

INSURANCE

37. Both the Company and the Customer will arrange and keep in force insurance sufficient to cover their respective risks and liabilities in respect of all damage and injuries to property and persons on site from the commencement of the Works. If required, the Company will provide evidence of the existence and terms of such insurance.

INSOLVENCY

38. If the Customer becomes insolvent or in the Company's reasonable opinion is likely to go into bankruptcy, receivership, administration or liquidation, the Company may forthwith, on written notice to the Customer, terminate the contract without incurring liability to the Customer. Without prejudice to the Company's rights which may have accrued up to the date of termination, the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress at the date of termination.

39. If the Company becomes insolvent or goes into bankruptcy, receivership, administration or liquidation, then the Customer may terminate the contract.

FORCE MAJEURE

40. Both the Company and the Customer shall be released from their respective obligations in the event of ongoing national emergency, civil commotion, war, strikes, lock outs, fire, explosion, earthquake, Acts of God, flood, drought, bad weather, prohibitive governmental regulations or any similar cause beyond the Customer's or the Company's reasonable control that render the performance of any order impossible. This provision shall not relieve the Customer of its obligation to pay for all goods delivered pursuant to any order.

INTELLECTUAL PROPERTY

41. The ownership of all patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright, design right, know-how, confidential information, trade business names and other similar protected rights in any country ("the Intellectual Property Rights") in the goods and all works, products, materials developed, written or prepared by the Company in relation to the goods including, without limitation, any and all computer programs, drawing, designs, data, diagrams, charts, reports, specifications, studies and inventions and all drafts thereof and working papers relating thereto shall vest in the Company or the relevant company in the ASSA ABLOY Entrance Systems group of companies and the Customer agrees not to do or permit any third party to do any act which is inconsistent with or may prejudice the ownership by the Company or the relevant company in the ASSA ABLOY Entrance Systems group of companies of the Intellectual Property Rights.

42. In the event that the Company uses any material that is supplied by the Customer, the Customer shall indemnify the Company against any claims that such material infringes the copyright design right trademark patent or other intellectual property rights of whatever nature of others.

NON ASSIGNABILITY

43. The Contract is between the Company and the Customer as principals and is not assignable without the Company's consent (which shall not be unreasonably withheld), provided that the Customer may assign the warranty to a third party on notice to the Company, where all payments due by the Customer to the Company have been made in full.

TERMINATION

44. The Company may, without incurring further liability, terminate the contract by written notice if in its reasonable opinion the Customer is unable to make payment in accordance with the terms hereof, without prejudice to any other right which the Company may have upon such termination. The Company shall be entitled to receive payment on the greater value of either 10% of the contract sum or on a quantum meruit basis in respect of work completed or in progress at the date of termination together with loss of profit duly calculated on the basis of genuine pre-estimate of damage in consideration of the failure, due to whatever cause, in the performance of the Contract and the Company shall be entitled to invoice the Customer in accordance with Clause 18 hereof for the said sum.

DISPUTES

45. The Company and the Customer will in the first instance try to resolve any disputes in an amicable manner with the involvement of senior management as required. In the event that resolution of any dispute is not possible between the two parties, the Company and Customer agree that either party may refer a dispute to adjudication. The decision of the adjudicator shall be binding on the parties until the dispute is finally resolved. Each party shall bear its own costs in relation to the adjudication and the adjudicator's costs will be shared equally.

JURISDICTION

46. The contract shall be deemed to be a building contract governed by both the Construction Act 2009 and English law provided that the Schedules to the Uniform Laws or International Sales Act 1967 are hereby excluded. The Customer hereby submits for all purposes of and in connection with the contract to the exclusive jurisdiction of the English Courts.

NOTICES

47. Any notice required to be given hereunder shall be sent to the address of the recipient given on the order. A notice shall be deemed to have been served if by hand when delivered, if by facsimile, when sent and if by first class post 48 hours after posting. The Customer may also serve notice on the Company by e-mail at info.uk.aes@assaabloy.com. In this case, notices shall be deemed to have been served on receipt by the Customer of an acknowledgement of receipt by the Company.

GENERAL

48. Each of the Clauses and sub-clauses of these conditions shall be construed as separate and severable.

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