

## (AAES TOSC 09/11/2015 Rev2)

- GENERAL**
1. The following are the standard Terms of Contract of Crawford UK Limited (hereafter "the Company"). All contracts entered into by the Company for the supply of goods, or of good and services, are subject strictly to these terms and any person (hereafter "the Customer") seeking to be supplied with goods or service by the Company accepts that these terms shall govern relations between himself and the Company to the exclusion of any other terms, including conditions, warranties or representations, written or oral, express or implied, even if contained in any of the Customer's documents which purports to provide that the Customer's own terms shall prevail.
- (c) which shall be added to the price stated in the Company's quotation and shall be paid in accordance with clause 5 of these Terms.
- (b) Where the contract provides for payment upon submission of a pro-forma invoice or other demand the Company shall not be obliged to deliver and or supply the services until payment has been made.
- DELIVERY AND RISK**
7. (a) Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place for the delivery stated in such quotation is included in the price but it shall be the responsibility of the Customer entirely at his own cost and at his own risk, to unload. Where the price includes installation, it shall further be the responsibility of the Customer at his own cost to provide adequate dry and secure of the goods pending and during such installation. All risks in the goods shall pass to the Customer upon commencement of unloading, at which time a delivery note will usually be handed to the Customer or his representative or left with the goods. The Company's liability to the
- (b) Customer for missing or damaged goods up to the time unloading commences shall be limited to any sums recoverable under a policy of insurance in respect of such risks which may at the Company's discretion be maintained. There shall be no liability whatsoever on the Company in respect of such goods.
- (b) In any event, and without prejudice to the foregoing, any claims relating to missing or damaged goods which ought to be revealed by a reasonably diligent examination, shall be notified in writing to the Company and to any carrier involved within 7 days of the receipt of any of the goods or part thereof by the Customer, his servants or agents, and in default of such notification any such claim shall be absolutely barred.
- VARIATION OF TERMS**
8. No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing by a duly authorised officer of the Company.
- ACCESS EQUIPMENT**
9. 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.
- PROPERTY**
10. (a) The risk in the Products shall pass to the Customer (i) when the Company delivers the Products in accordance with these terms to the Customer or its Agent or other person to whom the Company has been authorised by the Customer to deliver the products or, (ii) if the Products are appropriated to the Customer but kept at the Company's premises at the Customer's request AND the Company shall have no responsibility in respect of the safety of the Products thereafter and accordingly the Customer should insure the Products thereafter against such risks (if any) as it thinks appropriate.
- (b) However the ownership of the Products shall remain with the Company which reserves the right to dispose of the Products until payment in full for all the Products has been received by it in accordance with the terms of this contract or until such time as the Customer sells the Products to its customers by way of bona fide sale at full market value. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or resell the Products or any of them and may enter upon the Customer's premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the Customer's solvency is involved. If any of the products are incorporated in or used as material for other goods before such payment the property in the whole of such other goods shall be and remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Company's rights hereunder in the Products shall extend to those other goods.
- (c) Until the Company is paid in full for all Products and the relationship of the Customer to the Company shall be fiduciary in respect of the Products or other goods in which they are incorporated or used and if the same are sold by the Customer the Company shall have the right to tract the proceeds thereof according to the principles in re Hallett's Estate (1880) 13 Ch D 696, (1874-80) All ER Rep 793. A like right for the Company shall apply where the Customer uses the Products in any way so as to be entitled to payment from a third party.
- QUALITY AND CONDITION OF GOODS**
11. (a) The Company warrants that goods, parts or materials manufactured by them shall be of good materials and workmanship and that good workmanship will be employed in assembling parts or materials not manufactured by them. Save as aforesaid the Company undertakes no liability whatsoever in regard to goods or materials whether manufactured by themselves or by any other person, and any condition or warranty that might otherwise be incorporated by reason of statute or common law is hereby expressly excluded. In any event, the Company's above liability with regard to the quality and condition of the goods shall be limited absolutely to the repair or replacement of
- goods, parts or materials which do not comply with this warranty by reason of defects in materials and workmanship arising within 12 months of risk passing under Clause of these terms.
- (b) Without prejudice to the Foregoing, if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty guarantee indemnity claim privilege or other right which the Company may have in regard to the manufacturers or suppliers of any goods, parts or materials not manufactured by the Company and relating to the quality or condition of such goods, parts or materials.
- LIABILITY OF PERFORMANCE**
12. (a) The Company shall not in any circumstances whatsoever be liable to the Customer for any loss or damage involving any person, property or interest howsoever 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, at the site nominated by the Customer.
- (b) The Customer shall indemnify the Company against all actions, claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with any of the matters in sub-clause (a) aforesaid.
- (c) Without prejudice to the generality of these terms of the foregoing sub-clauses, the Company will in no circumstances whatsoever owe a liability to the Customer in excess of the amount of the price hereunder.
- IMPOSSIBILITY OF PERFORMANCE**
13. 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.
- SUB-CONTRACTING**
14. The Company shall be entitled to sub-contract or assign without consent all or any of its obligations hereunder.
- FRESH INSTRUCTIONS**
15. The Company shall use its best endeavours to comply with any reasonable request to vary the goods or to vary the time or place for delivery provided always that in complying with any such request the Company shall be entitled to vary delivery times and to vary the price accordingly, as well as to impose such other conditions as the Company at its sole discretion may require.
- RESALE**
16. Since the goods are manufactured to fulfil the Customer's particular requirements, in the event that the customer does not fulfil his obligations hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purpose of calculating the Company's damages the Company shall owe no duty to seek to re-sell the same at better than scrap value.
- TERMINATION**
17. (a) The Company may, without incurring further liability, terminate the Contract by written notice if in its reasonable opinion the Purchaser 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 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 5 hereof for the said sum.
- (b) Any maintenance contract undertaken will be deemed a "rolling" contract. On the 12 month anniversary (and subsequently every 12 months) of the contract the Company will issue a renewal notice advising of any inflationary price increases. Each party can terminate the "rolling" contract giving a 12 month notice period, save as to the conditions of 17a which take precedence.
- FURTHER SERVICES**
18. The terms hereof shall apply mutatis mutandis in regard to any further services after completion of the contract which the Company may in its discretion perform.
- NOTICES**
19. Any communication or notices hereunder may be given or made by sending the same by ordinary pre-paid first class post in the case of the Customer to his last known address and in the case of the Company to the address shown at the top of its quotation or upon its letter heading, and if so sent shall be deemed to have been given or made on the date when posted.
- INTERPRETATION**
20. The contract shall be governed by English Law provided that the Schedules to the Uniform Laws or International Sales Act 1967 are hereby excluded. No action or proceedings of any nature shall be initiated against the Company except in the English Courts.
- ACCEPTANCE**
2. Any order or other purported acceptance of the Company's quotation made by the Customer shall be deemed to be an unqualified acceptance that these terms shall apply to any contract concluded between the Company and the Customer for the supply of goods and services, and by dispatching the same, the Customer waives his own terms. The Company retains the right at its discretion to enforce the terms and conditions herein substitution for any other terms, conditions and warranties either oral or in part written and where the same shall be in contravention hereof, the same shall be void.
- REFUSAL OF ORDER**
3. The Company reserves the right at its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued, and in the event of a refusal, no damages or expenses of any kind whatsoever shall be payable by the Company to the Customer. No contract shall be formed until the Customer's order has been accepted and confirmed by the Company in writing.
- PRICE**
4. (a) The price contained in the Company's quotation is based upon the cost to the Company of labour, materials and transport at the date of such quotation, and in the event of an increase in such cost caused by any such reason, the Company shall be entitled to vary its price accordingly whether or not such increase was foreseeable by the Company.
- (b) 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 during normal working hours. In the event that such access and possession are not made available or that the working areas are not duly prepared to the Company's requirements for immediate installation of the goods, without prejudice to any other right which the Company may have, the Company shall at its sole discretion be entitled to vary the price accordingly.
- (c) All quotations, invoices or otherwise shall be, unless otherwise stated, exclusive of value added tax, which said tax shall be levied at the current rate appertaining at the date of the said supply.
- PAYMENTS**
5. (a) Unless otherwise stated in the Company's quotation all prices are strictly net and payment shall be made immediately upon receipt of the Company's invoices without any discount or other reduction and without deferment on account of disputes or cross-claims. 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 14 days of the date of the invoice.
- (b) 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 as otherwise provided herein.
- (c) Should the Customer default in payment for whatever reason on the due date of any sum, without prejudice to any other right which the Company may have, the Company shall be entitled to be paid interest on such sum accruing from the due date at 8% per annum above Base Rate from time to time. The foregoing shall be in substitution for any interest approved by statute.
- (d) Where the Customer is a Main Contractor under a building contract with an Employer, all payments made by the Employer to the Customer in respect of materials supplied or work performed by the Company shall be held in trust by the Customer until received by the Company. The Customer's interest in such payments shall be fiduciary as Trustee for the Company and the Customer shall immediately on receipt place such amounts in a separate trust account and keep such amounts identified as held in trust for the Company.
- INDICATED LEAD TIMES**
6. (a) Any times stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence of any contract, either to supply or as to installation. Such times are given by way of general information only and in the event that delivery, despatch or completion is not made for any reason whatsoever at the times stated, the Company shall not be liable for any loss or damage whatsoever sustained by the Customer.
- (b) In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates

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