

CONDITIONS OF SALE – SERVICE CONTRACT

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 "the Buyer" means the party to whom this document is addressed and who buys or agrees to buy the Services from the Seller;
- 1.2 "the Conditions" means the terms and conditions of sale as set out in this document and any additional terms and conditions agreed in writing by the Buyer and the Seller;
- 1.3 "the Contract" means the contract for the sale and purchase of the Goods and/or the provision of Services to which these Conditions will be appended;
- 1.4 "the Goods" means the items which the Buyer buys or agrees to buy from the Seller;
- 1.5 "the Seller" means GEZE UK Ltd;
- 1.6 "the Services" means the services provided or to be provided by the Seller to the Buyer.

These definitions shall apply whether the transaction is for the supply of goods or for the provision of services or for both the supply of goods and the provision of services.

2 Reports and Recommendations

- 2.1 The Seller accepts no liability in respect of any report, recommendation or scheme submitted to the Buyer where no specific charge is made for such report, recommendation or scheme. Where such a charge is made, the Seller's liability shall be limited as hereinafter provided.
- 2.2 Any variation to these Conditions (including any additional terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Seller and the Buyer.

3 Prices

- 3.1 The Price of the Goods and/or Services shall be the Seller's quoted price.
- 3.2 Prices quoted are based on costs ruling at the date of the contract and any variation in the cost of materials, labour and service shall be paid by the Buyer if and to the extent that such variation occurs between the date of the contract and the date or dates when the materials, labour or services are supplied, employed or provided. The Seller is entitled to charge for any additional costs caused by any variation (including amendment and/or any additional requirements) in the original contract or for any costs caused by the Buyer's failure to give (or clarify) required instructions or to accept materials or services when they are due to delivery or performance.
- 3.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or other information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4 The Goods/The Services

- 4.1 The Goods shall be supplied in accordance with the description contained in the Seller's specification and manufactured in accordance with all applicable European Standards which relate specifically to the Goods.
- 4.2 The Seller may from time to time make changes in the specifications of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
- 4.3 Any contractual description of the Goods by the Seller relates to the identity of the Goods but only if it relates to a central characteristic of the Goods or to a substantial ingredient in their identity.

5 Period of Work

Our quotation is based upon working during normal trading hours 0800 to 1700 Monday through Friday with continuity unless alternative times and periods are stated in our quotation.

6 Services (1 Star Contract)

The Company will make two planned maintenance visits per annum to the door operating equipment referred to in the quotation. Service will be made according to safety standards BS7036 and EN16005 where applicable.

Any remedial work identified during service visits will be reported and a quotation issued to the Buyer for approval.

Authorised Technicians Checklists for each door will be completed and signed by the Engineer and The Buyer. This document will identify compliance or non-compliance with the aforementioned standards.

The Company will provide chargeable re-active attendance at the Premises outside of normal weekday working hours where there is a threat to safety and/or security. Emergency assistance is available 365/24/7 on 08456 777781.

All repairs, including labour and materials outside of routine maintenance and the contract conditions are chargeable at agreed rates between The Company and The Buyer.

7 Force Majeure

If the supply of Goods or materials or the provision of Services is delayed or prevented by reason of (but not limited to) industrial action, breakage of machinery, Act of God or by any other reason whatsoever outside the reasonable control of the Seller, the period for completion of the contract shall be extended to such extent as is reasonable having regard to the circumstances.

8 Access

Where the Seller is required to perform work at or on (pursuant to its obligations to provide the Services or otherwise) or deliver goods to the Buyer's premises or premises specified by the Buyer, the Seller shall be given a safe working environment for the Seller and in particular give adequate warning of any hazard at the Premises, uninterrupted access and reasonable facilities during normal working hours for performance of the contract and the Buyer shall accept delivery of, unload, provide suitable protection for and keep secure all materials and goods delivered from time to time.

9 Time for Completion

Any date stated or agreed by the Company for maintenance visits shall not be the essence of any contract. Such dates are approximate and are given as a guide only. In the event that the maintenance is not carried out at the date stated the Company shall not be liable for any loss or damage whatsoever or howsoever suffered by the Buyer as a result.

10 Risk and Property

The risk in the Goods shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer. However, notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the Goods thereunder has not been paid. Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the Goods were delivered.

- a. Until such full payment, the Buyer acknowledges that they are in possession of the goods as the Seller's bailee. The Buyer shall store the goods separately from their own goods or those of any other person and in a manner which makes them readily identifiable as the Seller's goods and shall endorse a memorandum on the Buyer's accounts referring to the Seller's title in the goods.
- b. If payment is overdue the Seller may (without prejudice to any of their other rights) recover and/or resell the Goods and the Buyer hereby irrevocably licences the Seller or their agents to enter upon any premises where they are stored or where they are reasonably thought to be stored for the purpose of such recovery and/or resale.
- c. Payment shall become due immediately upon the commencement of any act or proceedings in which the Buyer's solvency is involved.
- d. In the event of the Buyer purporting to sell the goods to a third party before payment has been made to the Seller any such proceeds of sale shall be received and held by the Buyer as the Seller's agent. The Buyer therefore acknowledges and agrees to stand in a fiduciary relationship to the Seller and must strictly account to the Seller the proceeds thereof.

11 Cancellation

The Contract may be terminated by either the Buyer or the Company providing 30 days' notice in writing.

If terminated by the Buyer, all services will cease and no refunds will be made by the Company for services yet to be rendered or provided.

If the Buyer should default in payment when due or become subject to bankruptcy, or being a limited Company have a receiver appointed or enter into liquidation the Company may opt to terminate the contract without prejudice to the rights of either party.

12 Plant

Any plant or equipment provided by the Seller in relation to the performance of the Seller's obligations hereunder is provided exclusively for the use of the Seller or its agents and employees and any other person using such plant or equipment does so at the Buyer's risk. The Buyer agrees to indemnify the Seller against any claim made against the Seller in respect of the use of such plant or equipment other than as aforesaid.

13 Liability

- a. Every sale or contract of sale shall be deemed to include the implied undertakings as to title referred to in Section 12 of the Sale of Goods Act 1979.
- b. Where the Buyer deals as a consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977 the provisions of Section 13, 14 and 15 of the Sale of Goods Act 1979 shall apply to this contract but not otherwise.
- c. Unless expressly so stated in writing by the Seller Goods are not sold or tested as conforming to any British Standard Specification nor, save as herein before provided, as fit for any particular purpose and any other term condition or warranty that the Goods are so fit is excluded.
- d. The Buyer does not rely on the Seller's skill or judgement with regard to the Goods. No person has authority to make any representation on the Seller's behalf which is not made or confirmed in writing unless so confirmed.
- e. Save where the Buyer deals as a consumer (as herein defined), the Seller shall only be liable for loss or damage howsoever arising if caused by circumstances within its reasonable control and if a claim is made by the Buyer in writing within 12 months from the date of supply of the Goods or services complained of, and (where the claim relates to the supply of goods or materials) if the Goods or materials complained of are returned to the Buyer carriage paid within such period.
- f. The Seller's liability whether in contract tort or otherwise arising out of or in connection with this contract or the Goods or Services supplied or to be supplied shall in any event be limited to an obligation to repair, replace or refund the cost of the defective Goods or, at the Seller's option, to a sum equal to the contract price.
- g. The Company shall be under no liability under the above if the total price for the Goods has not been paid by the due date for payment.
- h. Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer or the provision of (or agreement to provide) Services, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.

14 Insolvency of the Buyer

- a. This clause 11 applies if:-
 - i. the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the insolvency Act 1986); or
 - ii. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - iii. the Buyer ceases, or threatens to cease to carry on business; or
 - iv. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- b. If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods and/or Services have been delivered or provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15 Contract Conditions

All business transacted shall be deemed to be on the terms of these Conditions and save as set out in clause 2.2 of these Conditions no person has any authority to accept any further liability or to make any amendment on the Seller's behalf. In the event of any conflict between these Conditions and any terms or conditions put forward by the Buyer, these Conditions shall prevail.

16 Payment

- a. Payment of accounts is to be net 30 days after the date of the Seller's invoice. Time for payment shall be of the essence.
- b. If the Buyer fails to make due payment of any money owed by it to the Seller on whatever account, the Seller may withhold delivery of all or any part of any goods or materials sold to the Buyer or performance of any services to be rendered to the Buyer until payment in full of all money then due, and during such time any goods so withheld shall be at the sole risk of the Buyer.
- c. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 2% per annum over the base rate of National Westminster bank plc ("the Interest Rate") for the lending of sterling funds in London as varied from time to time and shall accrue at such a rate after and before any judgment.

17 VAT

Unless expressly stated otherwise, prices do not include any Value Added Tax which may be chargeable and any such tax must be added to the price where applicable.

18 Arbitration

Should any dispute and/or claim arise between the parties hereto out of or in connection with this contract which cannot be settled amicably, the same shall be referred to arbitration in accordance with the Arbitration Act 1950 and/or any statutory modification thereof or substitution therefor.

19 Governing Law

The contract including these Conditions shall be governed by and construed in accordance with English law and both parties agree to submit to the non-exclusive jurisdiction of the English Courts.

20 General

- a. No waiver by the Seller of any breach shall be treated as a waiver of any subsequent breach of the same or any other provision.
- b. If any provision of the Conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.
- c. The Seller shall not be liable to the Buyer for any loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of the Contract with the Buyer, other than those representations, agreements, statements and undertakings confirmed by a director of the Seller in writing.
- d. The Buyer shall not be entitled to assign the Contract and any obligations arising thereunder, without the specific written consent of the Seller in Writing.