

# Terms & Conditions (Installation)



## 1 APPLICABILITY AND VARIATION

1.1 These Record UK Ltd general terms and conditions (the "Terms") apply to all proposals, quotations and contracts issued or entered into by Record UK Ltd.

1.2 No variation to these Terms shall be applicable unless explicitly agreed in writing by an authorized Record UK Ltd representative.

1.3 These Terms shall take precedence over any other terms and conditions, in particular those which are referred to in any of the customer's documents.

## 2 FORMATION OF CONTRACT

2.1 Unless explicitly stated otherwise, any proposal submitted by Record UK Ltd is valid for a period of 30 days from its date of issuance.

2.2 The contract will be formed only upon issuance of a written order acknowledgement by Record UK Ltd, or, if sooner, upon the execution of the order.

2.3 In the event of the client becoming insolvent, Record may, at any time by written notice to the client, terminate this contract with immediate effect. This termination will not affect any rights or remedies which Record may have in respect of payment of any outstanding invoices due to them by the client

2.4 Our offer is based upon Record UK Ltd T&C's as noted in this document. If our proposal is successful we reserve the right to review your subcontract and for our commercial department to negotiate agreed terms and conditions with you. We would advise that it is our policy not to accept any LAD's and we have also not included or made any allowance for a performance bond within our offer.

## 3 PRICING

3.1 Prices are valid for shipment of products or performance of services during the on-going calendar year. Record UK Ltd may apply a price indexation mechanism for shipment or performance in subsequent years.

3.2 Prices are based upon the cost for labour, materials and statutory obligations ruling at the date stated on the proposal. Accordingly, Record UK Ltd may increase its prices by giving written notice to the customer prior to the delivery of products or services to reflect any increase in Record UK Ltd's cost in performing the contract due to any factor beyond reasonable Record UK Ltd's control.

## 4 DELIVERY

4.1 Delivery dates are estimates only and Record UK Ltd shall not be liable for any damages attributable to any delay or failure to deliver. In the event delivery is delayed beyond the acknowledged delivery date for any reason and at any time, Record UK Ltd shall advise the customer thereof as soon as practicable and provide a new estimated delivery date.

4.2 If Record UK Ltd is unable to deliver the products to the customer for any reason attributable to the customer, the products may be deemed to have been delivered and Record UK Ltd may invoice and store the products until actual delivery and the customer will be liable for all related costs and expenses.

4.3 Offloading of Record UK Ltd products shall be at the responsibility of the customer unless otherwise agreed. If Record UK use and/or borrow lifting equipment this shall be free of charge and/or a contra charge shall not be applied.

## 5 PAYMENT

5.1 Unless agreed otherwise, payment shall be made in GBP upon receipt of Record UK Ltd's invoice, within agreed payment terms.

5.2 Record UK Ltd's acceptable payment methods are Electronic Bank Transfer or Card Payment. Cheque payments are not an acceptable form of payment and will be returned.

5.3 No payment shall be deemed to have been received until Record UK Ltd has received cleared funds.

5.4 The customer shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

5.5 Record UK Ltd reserves the right to suspend warranty or further deliveries of products or performance of services under any contract with the customer in the event of late or non-payment.

5.6 Where amounts are not duly paid and without prejudice to any other right or remedy, Record UK Ltd reserves the right without formal notification to apply statutory interest, which is 8% plus the Bank of England base rate, for business to business transactions.

5.7 In the event of late or non-payment, Record UK Ltd reserves the right to transfer collection of debt to our third party debt collection partner, where additional collection charges will be liable.

## 6 DEFERRAL AND CANCELLATION

6.1 Except with Record UK Ltd's prior written agreement, the Customer may not defer delivery or cancel, in whole or part, any contract. Such agreement shall be subject to the customer indemnifying Record UK Ltd in full against any loss (including loss of profit), costs, charges and other expenses incurred as a result of the deferral or cancellation.

6.2 Record UK Ltd reserves the right to defer the execution of or cancel the contract in the event of non- or late payment.

## 7 TRANSFER OF TITLE AND RISK

7.1 Ownership of the products shall not pass to the customer until Record UK Ltd has received in full all sums due to it in respect of the products.

7.2 While the ownership of the products remains with Record UK Ltd, it may, subject to the customer not having fulfilled its payment obligations, take repossession of the products.

7.3 Until ownership has passed pursuant to Article 7.1, the customer shall not, unless otherwise agreed in writing, transfer ownership to a third party nor charge or encumber the products in any way and maintain the products in satisfactory condition insured on Record UK Ltd's behalf for their full price.

## 8 WARRANTY

8.1 Subject to the conditions set forth herein, Record UK Ltd warrants that its Products are free from defects of material and workmanship

8.2 The following warranty periods apply:

a) Products: 12 months from date of installation by Record UK Ltd

b) Repaired or replacement products (or parts): the remainder of the warranty period pursuant to Article 8.2(a)

8.3 Record UK Ltd parts shall be warranted for 12 months from the date of installation to be free from defects of material and workmanship and Record UK Ltd shall, at its discretion replace or repair Parts shown to be defective provided the Parts were installed, operated and maintained in accordance with Record UK Ltd recommendations.

8.4 The warranty will not apply to:

a) In the event of normal wear and tear or corrosion;

b) Products, parts and services which are not installed, stored or used correctly in accordance with Record UK Ltd's instructions or which are damaged, misused, hacked or otherwise manipulated by customer or third party in an unauthorized manner;

c) Products, parts and services which are not maintained in accordance with Record UK Ltd's instructions;

d) Product, parts and services which are modified without Record UK Ltd's written approval or damaged by any act beyond Record UK Ltd's control.

8.5 Once complied with this Article, Record UK Ltd shall have no further liability for a breach of warranty in respect of such products or services

## 9 PERIOD OF WORK, SAFETY AND OTHER OPERATIONS

9.1 The quotation for services and installation works is based upon working during normal trading hours Monday through Friday with continuity unless alternative times and periods are stated in the quotation at additional costs.

9.2 Customer shall provide to Record UK Ltd free and safe access to all sites and systems at all times, failure of which will entitle Record UK Ltd to suspend and/or abort any further performance until such free and safe access is restored in addition to any other rights set forth in the Terms. Furthermore, customer shall provide at no cost light, heat, power, water and any other services necessary for Record UK Ltd's execution of the works.

9.3 If any repairs to finished work are necessary through damage caused by alterations by third parties, these shall be regarded as extra and charged to customer according to the work involved.

9.4 Building operations or works by third parties is to be finished before installations of Record UK Ltd commence and such structures to which Record UK Ltd's Products are fitted shall be suitable for that purpose.

## 10 FORCE MAJEURE

10.1 Record UK Ltd reserves the right to defer the delivery date or to cancel the contract in whole or in part, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including (without limitation) acts of God, accidents, compliance with any law, regulation or other government order (whether or not valid), war or national emergency, riots, fire, industrial action, shortages of labour, restraints

or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. If the force majeure event continues for a continuous period in excess of 6 months, either party shall be entitled to terminate the contract.

## 11 LIMITATION OF LIABILITY

11.1 Unless otherwise provided for by mandatory provision of applicable law, Record UK Ltd's total liability for direct damages, if and when established, shall be limited to the price of such products and/or services. Record UK Ltd shall not in any case be liable to the customer for any consequential damage or indirect damage whatsoever, including but not limited to loss of profit, special, punitive or exemplary damages.

11.2 Brochure, data sheets, drawings and any other product literature are issued by Record UK Ltd for information purposes only and can be updated or amended from time to time. Any typographical, clerical or other error, mistake or omission in these documents or in offers, order acknowledgements, drawings, specifications, invoices or other documents shall be subject to correction without any liability on the part of Record UK Ltd.

11.3 Record UK Ltd shall not be responsible for any consequence arising of or resulting from the use of incomplete or incorrect information communicated by the customer to Record UK Ltd and costs incurred by Record UK Ltd as a result of such inaccuracy and/or incompleteness of information will be charged to the customer.

## 12 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

12.1 The customer acknowledges that it will acquire no intellectual or industrial property rights in any patent, trademark, trade name, drawings or any other related right owned, used or developed by Record UK Ltd prior to or during the execution of the contract.

12.2 The customer agrees not to do or permit to be done anything which might in any way adversely affect the validity or value of Record UK Ltd's intellectual or industrial property rights or the goodwill therein.

12.3 Notwithstanding the foregoing, when Record UK Ltd develops specific software or source code for a customer, this customer is, conditional upon payment of the agreed royalties, granted a non-transferable, non-exclusive right of usage for the lifetime of the concerned Record UK Ltd security system on the agreed project site.

## 13 ADDITIONAL TRAVELLING

13.1 If fares and travelling beyond the amount of Record UK Ltd's normal allowances are incurred owing to an additional visit or visits being rendered necessary from lost journeys or non-continuity through no fault of Record UK Ltd, the excess amount shall be charged to the customer.

## 14 MISCELLANEOUS

14.1 The customer shall not be entitled to assign the contract or any part of it without the prior written consent of Record UK Ltd. Record UK Ltd may assign the contract or any part of it to any person, firm or company.

14.2 If any provision of these Terms is or shall become wholly or partly void, it shall to the extent of such voidness be deemed severable and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect. To the void provision shall be substituted a valid provision which comes as close as possible to the economic purpose of the void provision.

## 15 NOTICES

15.1 All notices required or to be permitted to be given by either party in accordance with these terms and conditions shall be in writing and forwarded by First Class Recorded Delivery mail addressed to the other party at its Registered Office or principal place of business as designed herein

## 16 LAW AND JURISDICTION

16.1 The contract shall be governed by the Laws of Scotland and both parties hereby agree to submit the non-exclusive jurisdiction of the Scottish courts.