

Smith of Derby Limited, Terms and Conditions of the Supply of Clock Goods & Services

SMITH OF DERBY
CLOCKMAKERS • EST. 1856

CUSTOMER SUMMARY

In our continuous efforts to offer a high service level to our customers and develop a successful relationship, we have summarised below the important terms for clarity and for your ease of understanding and reference.

This summarised version must be read in conjunction with the full terms and conditions, but we have tried to capture those elements that are most relevant to a smooth service and our aftercare arrangements.

Very high value and commercial projects often carry unique terms and conditions which will be indicated in any supporting proposal. In the absence of any unique terms then our standard terms and this summary of our standard terms are relevant.

Should you require any further help or explanation, please do not hesitate to contact us. We are here to help.

1.0 DEFINITIONS

For DEFINITIONS, please refer to the full version of our terms and conditions.

2.0 APPLICATION OF CONDITIONS

- Our proposals are valid for a period of 30 days from their date. Sometimes customers can take a very long time to decide what to do. Pricing may change through long periods of time. We will always do our best to always maintain our competitive value.

3.0 SMITH'S OBLIGATIONS

- We will use reasonable endeavours to provide the Deliverables as proposed and detailed in your purchase order.
- Delivery dates are estimates and we will do our best to meet them. We will always keep you informed of changes and you should always keep us informed of changes too. That way, we are all doing our best to ensure a smooth delivery of products and services.

4.0 CUSTOMER'S OBLIGATIONS

- We will need your support to ensure everything goes to plan.
- We will need access to the site at agreed Times
- We will need all the information available that will help with a smooth delivery of any service or product.
- We will need to know about any health and safety rules and regulations and any other security requirements that apply at your premises.
- We cannot be responsible for any delay or losses caused from not having the correct information as above.
- If we incur losses due to your failure to meet your obligations in the project we can recover reasonable costs.
- If we attend to the site for any service or installation work and cannot get access as agreed we may charge you for this abortive visit and journey.

5.0 CHANGE CONTROL

- We will do our best to quote for work accurately with the access we have at the time of any inspection or quotation.
- If we miss anything because we could not have seen it without removing parts or detailed inspection, we have the right to re-price for the work.
- You may accept this re-quotation or reject it.
- Prices may change regarding any applicable safety or statutory requirements that change before we start the work.

6.0 PAYMENT

- The proposal will summarise payment stages and any deposits that may be required.
- We usually charge 30% on deposit before work is commenced, and 70% on completion of the works.
- Supply only parts are 100% in advance.
- If the project cannot be completed because of delays greater than 1 month that are outside of our control, we may invoice you for the work completed in our workshop awaiting installation.
- Unless otherwise agreed in the proposal, the prices exclude the following:
 - the provision of ladders above a height of 20 feet, scaffolding or other access equipment.
 - the protection of the works from unwelcome intruders, having easy access on scaffolding for example, is the customer's responsibility.
 - any theft or damage to the works whilst scaffolding is raised will incur additional costs if we are required to correct or re-do any works.
 - the provision of an electrical supply and the making of final electrical connections. You must use your own qualified electricians for this important work.
 - Prices exclude VAT
 - For late payments we can charge an interest rate of 8% above the base lending rate until payment is made; or
 - We can suspend the works until payment has been made.

7.0 DELIVERY

- We may charge for storage if it is necessary to store your goods due to delays outside of our control. This is because we do not have storage room in our busy works.
- Once you take delivery of any goods they are your responsibility for care and loss.
- If you think they are damaged on delivery you must tell us immediately.

8.0 TITLE & RISK

- You own the goods once they are paid for.

9A WARRANTY: FOR GOODS & PARTS

- For new parts that we have manufactured, the goods carry a ten-year guarantee against failure through faulty workmanship or materials.
- For repaired materials, these carry a one-year guarantee.
- For materials or products, including suspension springs and electrical or electronic components, where we are not the manufacturer, we pass on the manufacturers guarantee to you if this is available.
- Any warranty is invalid if:
 - you continue to use the Goods;
 - you have altered or tried to repair the goods
 - you have stored them incorrectly
 - or the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions; or failure to follow our written instructions
 - or the goods have not been paid for
- We will at our cost repair or replace such Goods (or the defective part) or refund the Price for the part. The defective part should be returned to us.
- We cannot undertake to bear the cost of any work involved in removing or reinstating a repaired or new part. Smith will only bear the cost of the part.
- The warranty does not cover the cost of any scaffold or access equipment required.

9B WARRANTY FOR SERVICES

- We do not perform ongoing 'on-site regulation' of mechanical clocks. Full instruction will be given to local personnel upon request.
- If, within 2 working weeks of the completion of the Contract, any Services are found to be defective and unsatisfactory, we will attend to the site to address and within reason, re-perform the Services work.
- We will re-perform the services work once.
- Should a mechanical clock movement continue to be problematic following the re-performance of the services work, we will provide a written assessment of the issue and give you an honest opinion as to the options moving forward.
- This includes mechanical clocks where Smith has attempted to correct and re-start, including contracts to repair, restore or the fitment of new products and 'stopper' visits.
- It is our passion to work on, maintain and restore mechanical clocks. Some however are very old or poorly made and can sometimes be problematic. We will do our best but we cannot guarantee or pay for continual visits if the movement requires on-going attention.

9C ANNUAL SERVICE AGREEMENT & OUR CALL-OUT SERVICES

- If you are covered by an annual service agreement, then we will:
 - at each annual visit, clean, adjust and lubricate all normally accessible parts of the clock system and associated equipment.

- After notifying us of a 'stopped clock' or request for a call-out visit, we will attend on site as soon as possible.
- This visit will be chargeable if the fault is found to be caused by normal wear and tear, misuse, tampering, neglect, failure of power supply, or vandalism outside of our control
- The visit will be chargeable if the fault falls outside of the annual service practice. It may for example be caused by a broken part that requires replacement.
- We will do our best to start a stopped clock but we cannot guarantee that this repair or start-up will be sustainable.
- Should a stopped clock, whether covered by a service agreement or not, continue to be faulty, we will charge for subsequent site attendance unless covered under Product warranty.

10 INTELLECTUAL PROPERTY

For IP, please refer to the full version of our terms and conditions.

11 CONFIDENTIALITY

For CONFIDENTIALITY, please refer to the full version of our terms and conditions.

12 LIABILITY

For LIABILITIES, please refer to the full version of our terms and conditions.

13 DATA PROTECTION

We will only keep your details for the purposes of our work with you and for financial and statutory obligations.

14 TERMINATION

For TERMINATION rights, please refer to the full version of our terms and conditions.

15 GENERAL

The Contract shall be governed by and construed in accordance with the laws of England and Wales.

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