



The Better Way. Every Day. **swarco** 

# STANDARD VAS

Additional Information

## WARRANTY AND MAINTENANCE

	12 Month Warranty	Extended Warranty	Maintenance Contract	
Description	Standard	Silver	Gold	Platinum
Qty Of Preventative Maintenance Inspections Per Year	0	0	1	2
Costs Of Labour For Unscheduled Visits	Included	Included	Included	Included
Cost Of Replacement Of Faulty Parts	Included	Included	Included	Included
Level Of Response To Faults	5 Working Days	5 Working Days	3 Working Days	Next Working Day
Days Of Cover	Working Week Days	Working Week Days	Working Week Days	Working Week Days
Telephone Support (Mon - Thurs: 08:30 - 17:00, Fri: 08:30 - 16:00)	Included	Included	Included	Included

All equipment quoted is subject to a 12-month warranty period from the date of delivery. This on-site warranty allows for replacement of equipment failure due to manufacturing defects and systemic component faults. This does not include for wear, tear, accidental damage or vandalism.

STL can provide a price for an Extended On-Site Warranty / Maintenance Contract if required.

## SUPPORTING INFORMATION

Quotations are valid for 90 days from issue and delivery will be to an agreed programme from receipt of order and subsequent approval of order acknowledgement (to include sign designs / artwork / sizes). Any additional site visits required due to non SWARCO related events / delays will be subject to an additional charge.

With regards to the pricing of our offer, at this point we have not made any provision for specific contract conditions that might affect cost. We have also included our standard trading terms and conditions that we presume will prevail unless we enter an agreed form of sub-contract with yourself.

Prices quoted do not include Traffic Management and assume any site works or surveys will be completed during normal weekday working hours (9am – 5pm unless specifically requested otherwise).

### **UNDER £5000**

Invoices are to be paid within 30 days. All prices quoted are exclusive of VAT.

### **OVER £5000, DELIVERY ONLY**

Payment terms of 30% with order and 70% on delivery will be applied unless specifically agreed otherwise. Invoices are to be paid within 30 days. All prices quoted are exclusive of VAT.

### **OVER £5000, INSTALL & COMMISSION**

Payment terms of 30% with order, 60% on delivery of goods and 10% on commissioning will be applied unless specifically agreed otherwise. Invoices are to be paid within 30 days. All prices quoted are exclusive of VAT.

SWARCO reserves the right to complete credit checks prior to acknowledgement of order. Full or partial pro-forma payment may be requested upon receipt of your first order.

## SUPPORTING INFORMATION

### Contacts

For information regarding this enquiry, quotation, purchase order or technical support, please contact the relevant number listed below;

#### Sales Enquiry & Quotation

Paul Wright

Senior Technical Estimator

M: 07508 428753

E: [paul.wright@swarco.com](mailto:paul.wright@swarco.com)

#### Purchase Order & Project Support

David Mutch

Contracts Controller

T: 01748 824 624

E: [david.mutch@swarco.com](mailto:david.mutch@swarco.com)

SWARCO TRAFFIC Ltd is an official certified supplier of traffic equipment through the Crown Commercial Service's Traffic Management Technology Framework Contract (TMT2).

When you are considering a new Public Sector project register with the Crown Commercial Service at [www.ccs.cabinetoffice.gov.uk](http://www.ccs.cabinetoffice.gov.uk) and join the fast track to success.



# TERMS AND CONDITIONS

Orders are accepted and goods sold by SWARCO TRAFFIC Ltd only on the following conditions and to the exclusion of all other terms and conditions unless expressly accepted in writing by the Seller.

1. ACCEPTANCE
  - a) Unless otherwise agreed the Seller will only be obliged to accept orders given within thirty days of the date of its tender or quotation. Order should show the quotation reference and quantity of the items required.
  - b) The Seller shall not be bound to accept changes to the specification or the order after acceptance, but shall endeavour, subject to agreement of any necessary revision to price and delivery date, to meet any reasonable request.The Seller shall be entitled to make a reasonable charge in respect of any changes in specification resulting from changes in relevant codes, regulations, standards or rules published between the date of the Seller's tender or quotation and delivery. Typographical or clerical errors are subject to revision.
2. ERRORS  
Prices quoted are based on costs at the date of quotation and the Seller reserves the right to increase prices as necessary giving notice in writing to the Buyer.  
The price does not (unless stated in writing to the contrary) include packaging, postage, delivery charge or VAT at the current rate or any other sales tax or excise duties paid or payable by the Seller which shall be added to the price and be payable by the Buyer.  
If the Seller incurs extra expenditure as a result of any delay or suspension of work resulting from the Buyer's instructions or otherwise from the Buyer's fault or for causes beyond the Seller's control the price shall be adjusted accordingly.
3. SPECIFICATION  
The Seller reserves the right, without giving notice, to deliver goods whose design and specification have been altered in order to comply with specifications laid down by the Highways Agency or British Standards Institution or other recognised approved authorities.  
While we may or may not have reviewed drawings or design plans in the preparation of our offer, SWARCO does not assume liability associated with errors or omissions regarding the bill of materials listed above. It is the recipient's responsibility to review and ensure the bill of materials is correct before placing an order. If errors or omissions occur when purchasing product based on our offer, liability falls on the purchaser. SWARCO will not assume liability for purchase order errors and/or omissions associated with this offer.
4. PAYMENT  
Unless alternative payment conditions have been agreed, Payment is required before delivery unless a 30-day credit account has been agreed.  
Where credit is granted payment must be made 30 days from invoice/tax point date.  
The Seller reserves the right to charge interest on overdue payments (which terms shall include any cheques presented for payment but not met by the Buyer's bankers) from the date they become due.  
Should the Buyer default in any payment when due the Seller reserves the right without prejudice to any other remedy it may have to cancel any contract between the Buyer and the Seller and/or to suspend delivery until payment has been made.
5. DELIVERY  
The Seller shall not, unless expressly agreed in writing, be liable to the Buyer in respect of any delay in delivery howsoever arising or any damage in respect of or loss caused by or resulting from any such delay.  
The Buyer shall accept delivery of any consignment of goods after the Seller has given notice that such consignment is ready for despatch.  
Where it is agreed in writing that the Seller shall be liable to the Buyer for delay in delivery, the Buyer shall nonetheless have no claim against the Seller for delay in delivery of, or failure to deliver the goods as a result of strikes, labour disputes, or other industrial action, emergency conditions, fire, flood, accident or any other cause whatsoever beyond the Seller's control, whether or not of a similar nature to any of the foregoing; nor shall the Buyer have any claim against the Seller for failure to deliver the goods within the time specified if the Buyer is in breach of any of the terms hereof.  
If the Seller has notified the Buyer in writing that goods are ready for delivery and despatch of the goods is delayed for 14 days thereafter, because no instructions or inadequate instructions for delivery have been given by the Buyer, the goods shall be deemed to have been delivered in accordance with the contract and thereafter be at the Buyer's risk. Storage will be arranged at the Buyer's risk pending firm delivery instructions with costs being forwarded to the Buyer.
6. TITLE AND RISK  
All goods supplied by the Seller to the Buyer under the terms of this Agreement shall remain the sole and absolute property of the Seller both in law and in equity until the Buyer shall have paid the Seller the agreed price together with the full price of any other goods supplied by the Seller to the Buyer pursuant to any other contract between them.  
The Buyer's right to possession of the goods shall cease if it does anything or fails to do anything which would entitle a receiver to take possession of any assets, or which would entitle any person to present a petition for winding up or commits an available act of bankruptcy and the Seller may thereupon enter upon any premises where the goods are stored or where they are reasonably thought to be stored for the purpose of repossessing them.  
Notwithstanding the retention of property in the goods by the Seller in accordance with the above provisions all goods supplied by the Seller to the Buyer under the terms of this Agreement shall be at the risk of the Buyer as soon as they are delivered by the Seller to the Buyer.
7. DAMAGE SHORTAGE OR LOSS  
The Seller shall not be under any liability in respect of damage, shortage or loss of the goods in respect of which the Seller has not been notified in writing within 3 days after delivery of the goods.
8. GUARANTEE  
This guarantee shall apply only to faulty workmanship or material and shall not apply to defects due to rust, wear and tear, neglect or use of the goods for any purpose other than that for which they are designed.
9. ILLUSTRATIONS AND DESCRIPTIONS  
Photographs, drawings and other illustrations or descriptions contained in any company literature of the Seller shall not (save where the contract is expressly stipulated in the order) form part of any contract between the Buyer and the Seller.  
No oral statement or representation made at any time prior to the contract shall be a term of the contract or deemed to be an inducement or collateral contract pursuant to which the Buyer entered into the contract.  
The Seller reserves the right at any time before or after an order is placed to make reasonable amendments to any particular descriptions, prices, measurements or specifications contained in its specifications, brochures, or sales literature and such amendments shall be binding upon the Buyer.
10. CANCELLATION  
Cancellation of an order by the Buyer cannot be accepted or goods returned for credit unless previously agreed in writing by the Seller. Where such cancellation is agreed the Seller reserves the right to charge the Buyer with the amount of any losses or expenses incurred or material used and a reasonable allowance for overhead charges and profits.
11. TERMINATION LIEN AND DAMAGES  
Without prejudice to any rights of the Seller the Seller may determine the contract if:  
the Buyer shall fail to take delivery of the goods when required to do so or shall after due warning commit or continue any serious breach of its obligations under any contract with the Seller;  
any distress execution or other legal process is levied upon any of the Buyer's assets; or  
the Buyer shall stop payment, make any arrangement or composition with his or its creditors, commit any act of bankruptcy or (being a corporation) shall enter into liquidation or have a winding up petition presented against it or call a meeting of its creditors or suffer the appointment of a receiver in respect of its undertaking of assets.  
Without prejudice to any rights of the Seller the Seller shall in the event of determination be entitled to recover from the Buyer:  
the contract value of any work completed or goods manufactured to the Buyer's order at the date of determination;  
the value of any such work begun or goods begun to be manufactured but not completed at such date, such value to include the cost of materials, labour, overheads and a fair profit as determined by the Seller's auditors whose decision shall be conclusive and binding on the Seller and the Buyers; and  
the cost of the goods materials ordered by the Seller pursuant to the contract for which the Seller has to pay.
12. LAW APPLICABLE  
The conditions and the contract shall be subject to and construed in accordance with English Law.
13. THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015  
Regulations 4 and 5 of the Construction (Design and Management) Regulations 2015 set out the customer duty to make suitable arrangements for managing a project and maintaining and reviewing these arrangements throughout, so the project is carried out in a way that manages the health and safety risks. For projects involving more than one contractor, these regulations require the customer to appoint a principal designer and a principal contractor and make sure they carry out their duties. Once they have been confirmed for this project SWARCO will liaise with them before commencing any construction work. Unless explicitly stated in this proposal SWARCO is not offering to take on either the principal designer or principal contractor role but would be willing to provide additional pricing for either role if required.
14. STATS (Underground services)  
The customer is responsible for supplying accurate underground utility drawings before any civils works can proceed.