1 Introduction

This document describes the standard terms of business of Crocus Techworks Limited, hereafter called “Crocus Techworks”.

2 Definitions

“We”, “Us”, “Our” refers to Crocus Techworks.

“You” and “Your” refers to the client.

“Nominated Person” refers to an individual within your organisation than has been nominated to handle communications between you and us.

“In writing” refers to physical printed instructions, or email from the nominated person within your organisation.

“Contract” refers to an agreement between you and us to provide goods and services defined in a project.

“Goods” refer to physical items provided to you as part of the project.

“Services” refer to other non-physical elements of a project, such as writing documentation, or performing installation of goods.

"Contract" means the contract for the sale of the goods and/or services by us to you, incorporating these conditions, arising from our acceptance of your order.

"Working Day" means any day of the week except a day which is a Saturday, a Sunday or a bank, public or statutory holiday.

3 Applicable Legislation

All goods and services are provided under the Supply of Goods and Services Act 1982.

4 General

Any quotation or estimate given by us is an invitation to you to place an order and thereby make an offer open to acceptance by the us. No order placed without a quotation or estimate shall give rise to a contract binding upon us.

These conditions are the only conditions upon which we conduct business and shall be incorporated in the contract to the exclusion of all other terms and conditions including any terms or conditions specified or referred to in any order placed by you. Any reference in any document forming part of or evidencing the contract (including any order design drawing specification or other similar document) to any terms or conditions of purchase or business of you shall not have effect of incorporating any such terms or conditions in the contract.

No variation of these conditions shall have effect unless it is agreed to by us in a document signed by our owner to you.

5 Project Scope

For all work undertaken by us for you, a project workflow is followed. This ensures that the scope of the project is well known and agreed before work commences.

All changes to scope made after work has started on a project must be provided to us in writing as soon as possible. You will remain liable for any costs incurred, including goods purchased on your behalf, and any services already provided as part of the project.

6 Communication

All communication between you and us is carried out via the nominated person, except where the nominated person has delegated communication to someone else within their organisation, for example communications related to invoicing may be delegated to the accounts department.

7 Goods and Services

Goods are provided according to the specification for a project. Exact goods are tailored to the individual project according to your requirements.

All goods should be correctly maintained, as described in the PDP.

Services are provided according to the specification for a project. Services may be provided on an ongoing timetable, such as annual maintenance of equipment, or may be a one-off charge, such as installation of equipment.

We will advise you when requested, however it is your responsibility to carry out a risk assessment to ensure goods and services provided by us meets your needs.

8 Cancellation of Goods and/or Services

All cancellations must be made to us in writing. You remain liable for all costs of goods purchased and/or ordered on your behalf up to close of business of the day when the cancellation is received.

9 Lead Times

Goods have a lead time associated with them. We are not responsible for changes to lead time imposed by our suppliers. We will notify you of any problems with lead times.

10 Delivery

You shall inspect the goods immediately upon their arrival at the destination to which they are to be delivered pursuant to the contract for the purpose of ascertaining:

- that the number of items and packages and the quantities are as specified and that the goods are as described on our delivery note and your order.
- whether the goods have been damaged in transit.

Any discrepancy between the goods delivered and those described on our written advice of delivery or specified on your order and any damage to the goods in transit must be notified to us in writing within three working days of your receipt of the goods.

In the case of non-delivery of the goods, you must notify us in writing within three working days of the proposed delivery date stated on the order acknowledgement.

Without prejudice to the above provisions, no claim in respect of non-delivery or damage in transit will be entertained by us unless the provisions of this condition are complied with by you.

11 Guarantee

All new goods are provided with a one-year guarantee. Refurbished goods are provided with a six-month guarantee.

All guarantees start from date of delivery.

If you establish to our reasonable satisfaction that:

- there is a defect in the materials or workmanship of the goods or services; or
- there is a defect in the design of the goods or services; or
- there is some other failure on the part of the company in relation to the goods or services to conform with the contract; and
- that defect is not due to normal wear and tear; and
- you have correctly used and maintained the goods.

then we shall at our option either:

- replace the goods with goods which in all respects are in accordance with the contract; or
- repair or make good such defect or failure free of charge (including all costs of transportation of the goods to and from the parties for that purpose) to you; or
- agree with you that you will retain the goods in the condition in which they are in consideration of a reduction in their price to compensate you for the defect or failure.

This guarantee shall not apply:

- unless you notify us in writing of the alleged defect or failure immediately upon its first becoming aware thereof and in any event within 12 months of the date upon which the risk in the goods passed to you.
- unless you, as soon as reasonably practicable after first becoming aware of the alleged defect or failure, returns the goods (where it is practicable to do so) to us, carriage paid by you, for inspection examination and testing and in any other case permits us to have access to the goods at your premises or other location where they may be for such purposes.

If we elect to replace the goods, we shall, at our expense, deliver the replacement goods to you at the address at which the defective goods were located,

If we elect to repair or make good the goods, and such work is to be carried out at your premises, you shall permit us to have such access to the goods on such premises as we may require for that purpose.

12 Liability and Title

Crocus Techworks is not liable for any losses and/or costs incurred resulting from incorrect use or incorrect maintenance.

Crocus Techworks is not liable for any losses and/or costs incurred resulting from incorrect or incomplete specifications.

All goods remain our property until paid for in full. We may, at any time and without notice, remove and resell equipment that has not been paid in accordance with the invoice(s).

For the purpose of exercising our rights under this sub-paragraph we, our employees or agents together with any vehicles considered necessary by us shall be entitled at any time, and without prior notice to you, to free and unrestricted entry upon and access to your premises and/or other locations where any of the goods are situated.

13 Billing and Payment

All invoices become due within 30 days from the date of the invoice, unless stated otherwise on the invoice itself. Any applicable discounts are applied on the invoice. Late payment of invoices will result in stricter payment terms on future orders, or refusal of further business. Overdue invoices may be passed to debt collection agencies.

Standard and remedial projects are billed monthly on the anniversary of the project start date and / or at the closure of the project.

Long terms projects are billed monthly on the anniversary of the project start date.

14 GDPR Statement

We lawfully store and process your data in compliance with the GDPR Regulations as necessary for the performance of a contract between you and us. All data is stored on our servers, based in the UK. We do not transfer your data to any third parties, except when required for performance of a contract between you and us, or to a local authority when required by law.

When applicable, all data on refurbished, removed and returned goods is destroyed.

15 Changes to Terms and Conditions

This document may be changed at any time at our discretion. Please check our website for the latest revision.

16 Distribution List

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