



The Automatic Door Company

(Quotation Page 1 of 5)

Date: 28th November 2018
Ref: 9321 ADC

The Automatic Door Company
Units 1 & 2, Apex Court
Bassendale Road
Croft Business Park
Bromborough
Wirral
CH62 3RE
Tel: 0151 334 2840
Fax: 0151 334 4933

For the attention of: Roy Forshaw- National Museums
ADC Contact: Lee Karpinski - 07786 332 605

Dear Roy,

Project: Piermasters House

We thank you for your recent enquiry and have pleasure in submitting our quotation for the above project.

Schedule of works

To supply, install and commission 1no aluminium single automatic sliding door and frame and to automate 1no existing door; all activation & safety sensors to fully comply with BS EN 16005.

Specifications (Doors, Frame & Glass)

- Commercial grade 'JPF Systems System 3' aluminium powder coated non thermal 100 x 45mm framework beaded for 24mm double glazed units. Powder coated to a standard RAL colour. (RAL TBC)
- Commercial grade 'JPF Systems System 7' aluminium powder coated non thermal doors will be fitted with double pile draught strip all round. Powder coated to a standard RAL colour. (RAL TBC)
- 24mm double glazed units consisting of 4mm-16mm-4mm low e clear toughened safety glass.
- Doors will be internally glazed.
- Door-sets will house 1no hook lock key/key euro cylinder for secure manual locking.
- Sliding door will be fitted with aluminium flush handles.

Specification (Slide Automation)

- Commercial quality 'Gilgen SL' single sliding operator with powder coated canopy to match the frame.
- Entry activation: PIR motion sensor to activate doors on approach.
- Exit activation: PIR motion sensor to activate doors on approach.
- Gilgen digital programme switch automatic, close, hold open, exit only and winter settings.
- Threshold crystal presence sensors fitted inside and out that send out an infrared curtain to monitor the clear opening area to prevent door closing against pedestrian traffic (BS16005).
- First point of entry key switch installed.
- Pocket screen installed to prevent any finger/body traps (BS16005).
- Signage as per BS16005 requirements.

Specification (Swing Automation)

- This equipment will be initially covered by a 12 month manufacturer's warranty. In the event of a breakdown, we will arrange for an engineer to visit to carry out repairs or replace the equipment if required within the first 12 months. Please note that the manufacturer's warranty does not cover misuse or abuse of the equipment. Please note, out of hours call outs will not be covered under the warranty and are chargeable.
- **This price is based on a finished silicone line only or white UPVC trims and does not include for any plastering, floor work (internal or external) or aluminium powder coated pressings. If pressings are required ADC can supply and install these which will be subject to additional costs.**
- It is the customer's responsibility to assess the implications of weather conditions. As with manual doors, automatic doors especially swing can be severely affected by extreme weather conditions including wind and must be considered by the designer or architect. ADC will not be responsible for problems due to poor design or door locations. Please note automatic swing and slide operators installed by ADC are not water resistant and cannot be installed outside.
- It is the customer's responsibility to assess the fire escape routes from the building and the required door opening widths for escape to suit the amount of personnel within the building. Most fire escape routes and doorways are originally designed to certain widths to ensure these escape routes are capable of allowing the maximum amount of personnel to escape from the building in the least amount of time. This is by ensuring the clear opening escape routes are of a minimum width. ADC will not be responsible for these escape route calculations and the customer must notify ADC of any strict limitations before manufacture and installation.
- All quotations are guide prices and are subject to survey and The Automatic Door Company standard terms and conditions. The price does not include MCD unless stated. Payment by proforma unless otherwise agreed.

Quote Prepared by:
Ethan Penny
ADC Estimator
Tel: 0151 334 2840
ethan@autodoors-uk.com

ADC STANDARD TERMS & CONDITIONS**GENERAL**

1. All contracts between the Company and the customer for the supply of goods or services by the Company shall be on these conditions ("the conditions") and shall supersede any terms and conditions proposed by the customer and may not be varied except by the written consent by an authorised office of the Company. The giving of any delivery instructions, the acceptance of any payment of goods or services or any conduct in confirmation of the transaction hereby contemplated shall constitute acceptance by the customer of these conditions.

QUOTATIONS

2. Quotations are normally open for acceptance within 12 weeks from the date thereof but are subject to confirmation in writing by the Company at the time of such acceptance, and no order (whether made pursuant to a quotation or not) shall create a contract unless it is accepted by the Company by acceptance in writing. In the event of such a refusal no damage or expenses of any kind whatsoever shall be payable by the Company to the customer.

PRICE

3. Prices quoted are based on the cost of material, labour, transport, duties, levies and statutory obligations ruling at the date of quotation. Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company Monday to Friday 8am to 5pm. The Company reserves the right to increase the price to cover wasted costs if on the date of installation there is not available both electrical power to run the Company's tools and to commission the goods. The Company shall also be entitled to increase such price in the event in changes in specification, quantities, delivery or installation instructions notified to the Company after the acceptance of an order and in the event of any error or omission on the part of it, its servants or agents affecting it or their circulation. Prices stated do not include Value Added Tax, which will be added, where applicable, at the appropriate rate at the time of invoicing.

TERMS OF PAYMENT

4.

(a) Unless otherwise stated in the Company's quotation all processes are strictly net and payment shall be made within 30 days of receipt of the Company's invoice without any discount or other reduction and without deferment on account of dispute or cross claims.

(b) The Company may at its sole discretion require at any time by invoice that or part of the price shall be paid in advance or an account and the sums so invoiced shall be immediately payable, any balance remaining payable as otherwise provided herein.

(c) If full payment is not received by the due date of payment:-

(i) Interest shall be payable by the customer from the date by which payment should have been made on the unpaid amount on a daily basis at the rate of 2% per annum above the base lending rate of HSBC bank PLC from time in focus unless otherwise specified.

(ii) The Company shall have the right to suspend all future deliveries until payment is made in full or cancel the order and/or any subsequent orders in so far as any goods remain to be delivered there until and no time or indulgence granted by the Company to the customer shall prejudice any right or remedy which the Company may have in any manner whatsoever.

MISREPRESENTATIONS

5. None of the Company's employees is authorised to make any statement on warranty or representations as to the goods or services supplied other than in writing. The Company shall therefore be under no liability whatsoever nor shall the customer be entitled to any remedy by reason of the Misrepresentation Act 1967 except to the extent (if any) that the court may allow reliance on it as being fair and reasonable.

DELIVERY

6. Any time stated the Company for delivery, dispatch of installation are not the essence of any contract either as to supply or as to installation. Such times are given by way of general information only and in the event that delivery, dispatch or installation is not made for any reason whatsoever at the time stated, the Company should not be liable for damage or loss whatsoever sustained by the customer, in the event that the customer does not take delivery goods forthwith upon notification that manufacture of the goods has been completed, the Company shall be entitled to charge and be paid in accordance with clause 3 of these conditions.

CANCELLATIONS

7. Once the company has accepted an order no cancellation in whole or in part can be made by the customer without the Company consent which is normally granted where:

a) The Company cancel any relevant order placed with its own supplier and

b) On terms that a cancellation charge is paid by the customer to cover all the expenses and the charges incurred by the Company and the Company's loss or profit on the order. Since the goods are manufactured to fulfil the customers' particular requirements, in the event of cancellation, the Company may be unable to re-sell the goods or any part thereof at a better than scraps value and for the purposes of calculating the Company's loss or profit, the Company shall allow owe no duty to seek to re-sell the same at a better than scrap value.

RISK AND RESERVATIONS OF TITLE

8.

(a) Upon delivery, all risk of loss or damage to the goods shall pass to the customer.

(b) The property in the goods shall remain vested in the Company until:

(i) The payment of the total price therefore and

(ii) Any other payments due to the Company from the customer shall be made.

(c) Until the payments referred to in the sub-clause (b) above have been made in full the customer shall hold the goods as fiduciary agent for the Company and shall mark the goods with an identification that they remain the Company's property and they shall be kept separate and identifiable from other goods in the customers possession and returned to the Company upon request and all the incidence associated with fiduciary relationship shall apply.

(d) The Company shall have the right with or without prior notice at any time to take possession of the whole or any part of the goods (and for that purpose shall be granted an irrevocable licence to go upon any premises occupied by the customer).

(e) The Company shall have the right to dismantle the control board from any items in which it may have been incorporated without prejudice to any other remedies.

(f) Notwithstanding paragraph c) hereof, the customer shall be permitted to sell or dispose the goods to third parties in the normal cause of business. In this respect the customer shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the company in a manner, which enables the proceeds to be identified as such. The Company as a principle shall remunerate the customer and Commission Agent by paying of a commission equivalent to the surplus, which the Commission Agent may obtain over and above the price payable by the customer to the Company under the original contract of supply in respect of the goods sold.

LIABILITY FOR DEFECTS

9.

(a) The Company warrants for one period of one year the date of installation that the goods will be free from defects in the material and workmanship. During the said period, the Company's sale obligation shall be to repair any goods, which are disclosed to the Company's satisfaction to be so defective. Replacement parts supplied for all goods shall be warranted for an additional period of 3 months after the customer's receipt of such replacement parts or repaired goods, as the case may be, until expiry of the original warranty period, whichever is the longer period. This warranty will be invalidated if goods or parts are supplied by any other party other than the Company or a duly accredited operative or if the goods or parts are misused or neglected by the customer or used other than in their ordinary commercial or industrial usage.

(b) The Company shall not in any circumstances be liable to the customer for any loss or profits business contract revenues or anticipated savings or any special, indirect or consequential damage of whatsoever nature suffered but the customer in connection with anything done or omitted to be done by the Company its servants or agents, including any breach by the Company of any fundamental term of any order, save that nothing contained in the sub-clauses shall exclude any liability arising from the negligence of the Company causing death or personal injury.

(c) The Company's liability under sub-clauses and shall be to the exclusion of any other liability to the customer recognised that the limitation contained in this cause is reasonable in that the prices are dependent upon such limitation being incorporated in the contract.

(d) The customer shall indemnify the Company against all actions, proceedings, claims or demands by third parties whether contractual, tortious (including negligence or breach of statutory duty) or otherwise howsoever and whatsoever the cause thereof arising directly or indirectly in connection with any of the matters in the sub-clause.

INSOLVENCY

10. If the customer becomes insolvent or in the Company's opinion is likely to go into bankruptcy, receivership, administration or liquidation or make defaults on or commits a breach of the contract, the Company may for with on written notice to the customer terminate the contract without incurring liability to the customer. Without prejudice to the Company's rights, which may have occurred up to the date of termination, the Company shall be entitled to receive payment on a quantum meruit basis in respect of work completed or in progress at the date of termination.

MAJEURE

11. Both the Company and customer shall be released from their respective obligations in the event of a national emergency, war, prohibitive government regulations or if any cause beyond the customer's or the company's reasonable control renders the performances of any order impossible. This provision shall not relieve the customer of its obligation to pay for all goods delivered to any order.

PERFORMANCE AND DRAWINGS ETC

12. All particulars given by the Company relating to technical performance, dimensions, capacity, output and weight of any goods and all illustrations, descriptions, specifications and drawings are given as accurately as possible, but are approximate only and all such materials contained in brochures, catalogues, price lists and other advertising matter is intended merely to present a general idea of the goods described therein and non-such form part of the contract and goods may vary slightly.

MODIFICATIONS

13. The Company reserves the right to make changes in the design and specification of the goods without notice.

INTELLECTUAL PROPERTY

14. The ownership of all patents, trademarks, service marks, registered design, applications for any of the foregoing, copyright, design right, know-how, confidential information, trade business names and other similar protected rights in any country ("The Intellectual Rights") in the goods and all works, products, materials developed, written or prepared by the company in relation to the goods including, without limitation, any and all computer programs, data, diagrams, charts, reports, specifications, studies and inventions and all drafts thereof and working papers relating thereto shall vest in the Company or to the relevant Company in the ADC group companies of the Intellectual Property Rights.

In the event that the Company uses any material that is supplied by the customer to customer shall indemnify the Company against any claims that such material infringes the copyright design right trademark patent or other intellectual property rights of whatever natures of others.

The Automatic Door Company (a Division of JPF Systems Ltd)
Units 18&2 Apex Court, Bassendale Road, Bromborough, Wirral CH63 3RE
Tel: 0151 334 2840 Fax: 0151 334 4933 web: www.theautomaticdoorco.com

