



GUARDIAN
INDUSTRIAL DOORS

GUARDIANDOORS.COM

0800 783 6602

ROLLER SHUTTERS - SECTIONAL OVERHEAD DOORS - INSULATED DOORS - FOLDING DOORS
STEEL DOORS - FIRE RATED DOORS - SECURITY DOORS - SLIDING GATES - HIGH SPEED DOORS

General Terms and Conditions for Maintenance Contracts and Repair Services (Revised 5/10/2023)

1. Scope

- 1.1. Any orders placed with us for the maintenance and repair of ours and other manufacturers doors systems shall be subject to the General Terms and Conditions set forth herein to the extent no other agreements have been explicitly made. As far as the client's general terms and conditions are inconsistent with ours, their application shall be subject to our explicit written approval.
- 1.2. Special terms and conditions for systems that have been agreed, such as framework contracts or other one-off contractual arrangements relating to the performance of maintenance work, have priority over these General Terms and Conditions.

2. Services, place of performance, initial inspection

- 2.1 Within the context of preventive maintenance we will carry out work to check and preserve (in particular servicing) the principal functions of the door systems and to eliminate minor damages caused by natural wear and tear (maintenance).
- 2.2 Depending on the type of contract selected, the services are derived from the service description. In particular they cover, to varying extents and not limited to,
 - performance tests,
 - cleaning and maintenance work, - minor adjustments.
 The details of the nature and scope of these services are based on our applicable work plans for the systems in question.
- 2.3 We provide the testing equipment and special tools required to perform the services.
- 2.4 In general, only the services concerned (incl. set-up and travel times) are the subject of the maintenance contract. The materials required to perform the services, in particular any substances used to clean and maintain the instruments, along with spare parts, exchange parts and wearing parts, only form part of the scope of the maintenance contract if they are explicitly included.
- 2.6 As far as possible and reasonable, we shall be authorized to use substitute components instead of direct replacements of new spare parts. The ownership of exchange parts shall be transferred to us.
- 2.7 Unless otherwise agreed in the maintenance contract, we perform the services at the location where the system is installed at the time the contract is concluded. If you change the location where the system is being used, you shall inform us of the change in writing at least 60 days in advance. You shall only be entitled to maintenance services at the new location under the maintenance contract that has been concluded if we approve the change. We reserve the right to demand amendments to the contract before we approve. However, we shall only refuse approval for objectively justified reasons.
- 2.8 For systems that have not been maintained regularly by us since they were first commissioned, or for which maintenance by us has been interrupted for more than one maintenance interval, we reserve the right to carry out an initial inspection at your expense. All the services required in order to ensure, on basis of this inspection, that the system conforms to our specifications will be charged to you at the applicable rates.

3. Services not included

The following work on the systems (sections 3.1 to 3.7) is not considered as maintenance work in accordance with these terms and conditions and will only be performed by us on the basis of a separate order and at a separate charge:

- 3.1 Repair and restoration work, in particular the elimination of faults and damage, in as far as this is not included in the performance description of the contract concluded.
- 3.2 The exchange of parts necessary as a result of external influences, such as improper use, operation or other interventions on your part or by third parties wear and tear, as well as other circumstances not limited to and that cannot be attributed to us, or as a result of force majeure (in particular fire, earthquake, flood etc.).
- 3.3 Restoration work that becomes necessary as a result of the repair or modification of the systems by third parties without our prior written approval.
- 3.4 All services necessary because of the connection of the systems supplied by us to other installations not supplied by us.
- 3.5 All services that become necessary as a result of the systems being operated under conditions (e.g. mains fluctuations, contamination) or using accessories or system-specific consumables that do not conform to our specifications.
- 3.6 The exchange of system-specific consumables, unless this takes place within the context of maintenance without significant additional expense.
- 3.7 Work connected with a change in the location where the system is being used.
- 3.8 Removal of any structures, facias, or covers that do not form part of the original system.

4. Maintenance personnel

- 4.1 We shall perform the maintenance work by trained system engineer or door specialists.
- 4.2 We are entitled to subcontract the maintenance work to third parties.



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5. Maintenance times

- 5.1 The maintenance intervals are derived from the performance description, unless other intervals are laid down in the contract. We undertake to perform the maintenance work on the system, at the specified intervals.
- 5.2 The time when the maintenance work will be performed shall be agreed upon by the parties. If one of the parties is unable to keep to the agreed time for the maintenance work as a result of unforeseen events outside its control not limited (e.g. illness, breakdown, industrial action), the parties shall agree on another suitable time.
- 5.3 We shall perform the maintenance work on workdays during normal working hours 8am-5pm. If you want the work to be performed at other times, an overtime surcharge will be added. You shall obtain all permits required for this purpose from the relevant authorities. We will assume that these have been obtained.
- 5.4 On the basis of a separate order, the maintenance personnel may perform services not included in the scope of the maintenance contract –in particular services of the type listed in section 3– at the same time as the maintenance work or immediately afterwards, in as far as this is permitted by the nature of the service to be performed and the subsequent timetable for the deployment of maintenance personnel.
- 5.5 If you suffer damage and prove that the damage is the result of our delayed performance or action, you shall be entitled to demand compensation only up to the price of the maintenance work. The restrictions in section 9 of these General Terms and Conditions shall apply to any other and further claims you may have.

6. Payment

- 6.1 As payment for the services, we are entitled to charge you, depending on the type of agreement, a flat maintenance fee for each date or specific period of maintenance work or a fee in accordance with the applicable rates.
- 6.2 The flat maintenance fee shall include all labour costs for the performance of the agreed service, including travel costs and expenses. If, however, at your premises, the maintenance personnel are held up in the performance of this work, the waiting times may also be charged at the applicable hourly rate for maintenance personnel. You shall also bear any additional costs incurred if, for reasons attributable to you, the maintenance work cannot be performed or cannot be performed in full within the agreed time.
- 6.3 The flat maintenance fee does not include the costs for substances used to maintain the instruments, aids, wearing parts, spare parts, batteries, exchange parts and all those services performed by us in addition to the services agreed. Such costs and services will be charged at our applicable rates.
- 6.4 The level of the flat maintenance fee shall be derived from the relevant maintenance agreement. Statutory value added tax and other applicable statutory duties will be charged in addition.
- 6.5 Payments shall be due without deduction immediately after the completion of our services and upon receipt of the invoice. Immediately upon default of payment we are entitled to demand default interest of 8 percentage points above the base lending rate p.a.. We reserve the right to claim a higher actual damage.
- 6.6 The agreed flat maintenance fee is based on costs at the time the maintenance contract is concluded. We shall be entitled to adjust the flat fee in accordance with cost developments provided we disclose individual cost elements and their share of the costs. You will be notified in writing of any adjustment at least 6 weeks before the start of the accounting period to which the price adjustment applies. You shall be entitled, within 4 weeks of receiving such notification, to terminate the maintenance contract as of the moment the price adjustment becomes effective.

7. Cooperation duties

- 7.1 You shall make the openings and systems available and free from use, to our maintenance personnel and subcontracted third parties at the agreed time in order to allow us to perform the maintenance work, and you shall grant access to the premises.
- 7.2 You shall make the following services (sections 7.2.1 and 7.2.2) available free of charge for the duration of the maintenance work:
- 7.3 Any special inductions safety and plant regulations in force at your premises that must be observed by us during the performance of the maintenance work shall be pointed out, and if necessary, explained in detail to the maintenance personnel before the maintenance work begins. If such measures require a significant amount of time, we reserve the right to make an additional charge on basis of that period of time.
- 7.4 The information required about the system to be maintained shall be passed on and the associated documents made available to our maintenance personnel and subcontracted third parties
- 7.5 You shall inform the maintenance personnel of any peculiarities and problems that have appeared in relation to the system to be maintained without being asked for such information.

8. Warranty

- 8.1 We shall be obliged to complete or rectify free of charge any work that has been performed defectively.
- 8.2 We undertake to eliminate free of charge any defects in the parts used within the context of the maintenance work by rectifying or exchanging these parts.
- 8.3 If we fail to comply with the above obligations relating to completion, rectification, or exchange, or fail to do so in time, you shall be entitled to set a reasonable grace period. If we culpably allow a reasonable grace period set to expire, you may demand a reduction in the maintenance payment or terminate the contract without notice. The same also applies if the work performed under the warranty is defective.



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- 8.4 You are not entitled to make any other or further warranty claims. In particular, we provide no guarantee that the systems subject to the maintenance work will operate free of interruption and faults.
- 8.5 If you assert warranty claims, you shall immediately notify us of any defects or damage after discovering them and do everything possible to limit the damage caused by a defect.
- 8.6 Unless otherwise agreed, we do not provide warranty on replacement components or repair service.
- 8.7 If the examination of a warranty claim demonstrates that there is no case for a claim, we shall be entitled to charge for the examination and performance of the service at the applicable rates.
- 8.8 For any warranty claim to be honoured including in the first 12 months from commissioning date. The system must be maintained by Guardian Industrial Doors Ltd personnel as per the required service schedule which based on usage and or product type.
- 8.9 High usage systems of more than 40 operations a day require quarterly service schedules.
- 8.10 Any fire protection system Fire shutters or curtains require at least bi-annual service schedules.
- 8.11 Warranty claims – Response times for engineers are asap but are not guaranteed same day.

9. Limitation of liability

- 9.1 If you are unable to use the system we performed services on in conformity with the contract because of our fault as a result of the omission or improper implementation of suggestions and advice given before or after the conclusion of the contract or through the infringement of other additional contractual, particularly instructions for the operation and maintenance of the installed system – sections 8, 9.2, 9.3 and 9.4 shall apply accordingly.
- 9.2 We shall only be liable –on any legal grounds whatsoever– for damage which is not caused to the system we performed services on itself in the following cases:
 - intention,
 - gross negligence,
 - culpable injury of life, body and health,
 - defects we have concealed fraudulently or of which we have guaranteed the absence.
- 9.3 In the event of the culpable violation of substantial contractual obligations (obligations the breach of which puts the fulfilment of the purpose of the contract at risk), we shall also be liable for ordinary negligence; however, this liability shall in terms of the amount be limited to damage that could reasonably have been foreseen and that is typical for a contract of this nature.
- 9.4 Any claims going beyond the scope of sections 9.1 to 9.3 shall be excluded.

10. Duration of the contract

- 10.1 The maintenance contract is concluded for an indefinite period.
- 10.2 The maintenance contract ends when the system is ultimately taken out of service. The contract shall end no sooner as we have received written notification about this.
- 10.3 The maintenance contract may be terminated for individual assets / systems or in its entirety by either party at the end of the calendar year, giving 3 months' notice. It shall not be terminated before the end of the year following the year in which the contract has been concluded.
- 10.4 We shall be entitled to terminate the maintenance contract without notice at any time if you are in default of payment for more than 30 days or if the system has been repaired or maintained by third parties without our consent or if the maintenance work has been made more difficult by changes to the configuration that have not been approved by us or if the instrument-specific environmental conditions no longer comply with the installation guidelines.
- 10.5 The contract may only be terminated in writing.
- 10.6 You have a 14 day cooling off period from the agreement date to inform Guardian Industrial Doors Ltd you do not want to proceed with the contract. If your first service is scheduled to start within 17 days of the agreement date, your cooling off period ends 72 hours before the scheduled work is due to commence. You must inform Guardian Industrial Doors Ltd in writing of your intention to terminate the contract. Any costs already incurred by Guardian in relation to work already scheduled will still be payable by the client.

11. Final provisions

- 11.1 We point out that personal data in relation to our contractual relationship may be stored by us and may be transferred to companies associated with Guardian Industrial Doors LTD, too.
- 11.2 Subsidiary agreements, amendments and additions to maintenance contracts must be in writing in order to be effective. Oral agreements on the suspension of the requirement of written form are void.
- 11.3 You shall not be entitled to transfer your rights and obligations under the contract to third parties. If you surrender the system that is subject to the maintenance work to a third party, your payment obligation continue to apply, unless the third party takes over this contract with our consent.
- 11.4 Governing law shall be the law of the United Kingdom of Great Britain.
- 11.5 Should any of the clauses of these General Terms and Conditions be wholly or partially invalid, the validity of the remaining clauses or parts thereof shall not be affected.



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