

Terms and Conditions for Technical Testing and Commissioning Services (UK)

These terms and conditions (the Terms) govern the provision of technical testing, inspection, verification, commissioning, and related advisory services (the Services) by ASSA ABLOY Limited t/a Lorient identified in the applicable proposal, quotation, statement of work, or order confirmation (the Supplier) to the client named in that document (the Client). By instructing the Supplier, placing an order, or allowing the Supplier to commence the Services, the Client agrees to be bound by these Terms. These Terms apply to the exclusion of any terms the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. These Terms are intended for business-to-business transactions only and must not be used for consumers.

1. Scope of Services and Deliverables

The Services comprise only those activities expressly set out in the Supplier's written proposal, quotation, or statement of work (the SoW), as accepted by the Client (together, the Contract). The Services may include test planning, sample preparation, site surveys, test execution, inspections, functional and performance testing, verification against specified criteria, commissioning support, re-testing, training, and the preparation of reports, certificates, schedules, logs, or other deliverables specified in the Contract (the Deliverables). The Supplier shall perform the Services with reasonable skill and care and in accordance with the Contract and applicable laws and standards expressly referenced therein. The Supplier is not responsible for any activities or outcomes outside the agreed scope, including design, remediation, rectification, upgrade works, maintenance, or monitoring, unless expressly stated in the Contract.

2. Standards, Methods, and Reliance

Unless otherwise agreed in writing, the Supplier will carry out the Services using methods, instrumentation, and sampling, observation, or test regimes that the Supplier considers appropriate and proportionate to the scope, site conditions, and the applicable standards specified in the Contract. If no standard is specified, the Supplier shall apply industry-accepted methods consistent with professional practice for fire safety product testing and commissioning support. Test and commissioning results are a snapshot of performance at the time and conditions of testing. Results, certificates, and Deliverables relate only to the items or systems actually tested or inspected and to the specific samples or configurations witnessed; they must not be extrapolated to items not tested without a proper basis. Unless expressly stated, the Services and Deliverables do not constitute certification, product approval, third-party accreditation, or a guarantee of legal or regulatory compliance.

3. Client Obligations and Site Requirements

The Client shall provide timely access to sites, plant, systems, equipment, utilities, drawings, specifications, manufacturers' data, operation and maintenance information, method statements, risk assessments, and any permits, isolations, or consents necessary for safe and lawful performance of the Services. The Client is responsible for ensuring that the systems and products to be tested are properly installed, commissioned to the stage required for verification, and in a condition suitable for verification. The Client shall identify and make safe all hazards including live services, energised systems, pressure systems, stored energy, working at height, confined spaces, asbestos or other hazardous materials, and any impaired or disabled fire protection systems. The Client shall provide escorts, inductions, safe access, welfare facilities, and reasonable site storage as required. Where necessary, the Client must coordinate with the fire and rescue service, alarm receiving centres, building occupants, and other stakeholders and accept responsibility for false alarms, brigade call-outs, isolation notifications, impairment signage, and fire watch arrangements. The Client shall ensure that testing can proceed without undue interference and that re-testing or return visits caused by Client delays, unavailability of equipment, or non-conformities will be chargeable.

4. Changes, Variations, and Assumptions

If site conditions differ materially from the assumptions in the Contract, if additional tests or visits are requested, or if applicable laws, standards, or third-party requirements change, the Supplier may propose a variation to scope, time, and fees. Variations must be agreed in writing. Where health, safety, or legal compliance necessitates an immediate

change, the Supplier may implement necessary measures and the associated costs shall be borne by the Client, acting reasonably and evidencing such costs.

5. Third-Party Equipment, Products, and Integration

The Services may involve interacting with third-party products, systems, or software supplied by others. The Supplier does not warrant, and is not responsible for, the design, performance, compatibility, or defects of third-party or Client-supplied equipment or software. The Supplier's Services and Deliverables may rely on manufacturers' specifications and data; the Supplier does not verify such information beyond the agreed scope. Functional testing does not constitute a warranty that any third-party products will meet their specifications or be fit for any particular purpose.

6. Deliverables and Use

Deliverables will be provided in the format specified in the Contract or, if none is specified, in a standard professional format. The Client may rely on Deliverables solely for the purpose and project identified in the Contract and solely for its internal business use. Deliverables must not be altered, abridged, misrepresented, or used out of context. The Supplier owes no duty to any third party and shall not be liable for any reliance placed on Deliverables by any person other than the Client. The Client shall not remove any legends or notices on Deliverables.

7. Fees, Expenses, and Payment

Fees are as stated in the Contract and are exclusive of VAT and other applicable taxes, which shall be payable by the Client at the prevailing rate. The Client shall reimburse reasonable travel, subsistence, accommodation, courier, access equipment, consumables, calibration, laboratory, inspection body fees, and other expenses incurred in performing the Services, if specified in the Contract or reasonably necessary. Quoted prices for commissioning services include one overnight accommodation where required. Additional accommodation where required will be charged at cost plus 20% administration fee. Additional time on site is chargeable at £95 per hour. Unless otherwise agreed, invoices are issued monthly in arrears or on milestone completion and are payable within thirty (30) days of the invoice date, in full and in cleared funds without set-off, withholding, or deduction. The Supplier may charge interest on overdue sums at the statutory rate and recover reasonable costs of collection. The Supplier may suspend Services, withhold Deliverables, and reschedule programmes if any invoice remains unpaid after the due date.

8. Confidentiality and Data Protection

Each party shall keep confidential all non-public information disclosed by the other party that is marked confidential or which a reasonable person would consider confidential, including test results not yet published, designs, configurations, security systems, and pricing. Confidential information may be disclosed to employees, contractors, and professional advisers who need to know it, provided they are subject to obligations no less protective than these Terms. Confidentiality does not apply to information that is public, independently developed without use of the confidential information, or lawfully obtained from a third party without restriction. Each party shall process personal data (if any) in accordance with applicable data protection laws, including the UK GDPR and Data Protection Act 2018, and the data processing terms in the Contract (if any).

9. Intellectual Property Rights

All intellectual property rights in the methodology, processes, software tools, templates, know-how, test methods, and instrumentation used by the Supplier remain the property of the Supplier or its licensors. Subject to full payment of all fees, the Supplier grants the Client a non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes in connection with the project identified in the Contract. The Client shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the underlying methods from the Deliverables. The Client shall not remove or obscure any proprietary notices. Any Client materials provided to the Supplier remain the Client's property; the Client grants the Supplier a licence to use those materials to perform the Services.

10. Warranties and Disclaimers

The Supplier warrants that it will perform the Services with reasonable skill and care and in accordance with the Contract. Except as expressly stated in these Terms, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law, including any implied warranties of satisfactory quality, fitness for a particular purpose, or correspondence with description. The Supplier does not warrant that the Services or Deliverables will identify every non-conformity, hazard, or defect, or that any system will operate without interruption or achieve any particular performance or regulatory outcome.

11. Waivers and Acknowledgements Specific to Testing and Commissioning

The Client acknowledges and agrees that testing and commissioning necessarily involve intrusive and non-intrusive procedures that may temporarily impair or disable alarms, detectors, suppression systems, fire doors, dampers, smoke control, and other life-safety systems and building services; may trigger alarms or notifications; and may cause noise, dust, vibration, data logs or event histories to be overwritten, and other minor disruptions. The Client waives any claims arising from such temporary impairments, disruptions, false alarms, or call-outs to the extent they are reasonably necessary for and incidental to properly conducted testing and commissioning carried out in accordance with the Contract and the Client's instructions. The Client further acknowledges that results depend on site conditions, installation quality, maintenance status, environmental factors, and the accuracy and completeness of information and access provided by the Client. The Client waives any claims to the extent any failure or shortcoming in results is caused by such factors outside the Supplier's control or by third-party products or workmanship. Where the Supplier is required to simulate or disable fire protection functions, the Client assumes responsibility for implementing interim fire safety measures, including impairment permits, watch, signage, and stakeholder notifications, and waives claims for business interruption arising from those interim measures. To the extent permitted by law, the Client shall procure that its insurers waive rights of subrogation against the Supplier in respect of losses covered by insurance and arising from the inherent risks of properly conducted testing and commissioning.

12. Indemnity

The Client shall indemnify, keep indemnified, and hold harmless the Supplier and its personnel from and against all liabilities, claims, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with: any death or personal injury to third parties or damage to property to the extent caused by the Client's breach of the Contract, negligence, or failure to ensure safe site conditions; the presence or disturbance of asbestos or other hazardous materials not created by the Supplier; false alarms, emergency service call-outs, or business interruption caused by the Client's failure to implement or communicate required isolations or notifications; any third-party claim arising from the Client's misuse of or reliance on the Deliverables outside the agreed purpose; and any allegation that Client materials infringe third-party rights. This indemnity shall not apply to the extent the liability results from the Supplier's negligence or wilful misconduct.

13. Limitation of Liability

Nothing in these Terms limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any matter which cannot be limited or excluded by law. Subject to the previous sentence, the Supplier shall not be liable for: loss of profit, loss of revenue, loss of contracts, loss of use, loss of production, loss of data, loss of anticipated savings, or any indirect, special, or consequential loss or damage, in each case however arising. Subject to the foregoing, the Supplier's total aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, shall not exceed the greater of: (a) one hundred per cent (100%) of the fees paid and payable for the Services giving rise to the claim; or (b) £10,000 (ten thousand pounds) (the Liability Cap). Different caps may apply to separate SoWs if expressly stated. The parties agree that the exclusions and limitations in this clause are reasonable in light of the nature of the Services, the fees, and the availability and cost of insurance, and satisfy the requirement of reasonableness under applicable law. The Client is responsible for maintaining adequate insurance to cover its risks, including business interruption and property damage. Claims must be notified within twelve (12) months of the date of the relevant Service or Deliverable, failing which they are waived.

14. Insurance

The Supplier shall maintain, for the term of the Contract, insurance coverage appropriate to its business and the Services, which typically includes public liability, product liability, and professional indemnity insurance in commercially reasonable amounts. Evidence of cover shall be provided upon reasonable request. The Client shall maintain insurances appropriate to site operations, property, and business interruption, and shall ensure that impairment of fire protection systems during testing is addressed in its risk management and insurance arrangements.

15. Health, Safety, and CDM

The Supplier shall comply with applicable health and safety laws and site rules notified in advance and reasonably accepted by the Supplier. The Client remains responsible for the overall safety of the site and for appointing duty holders under the Construction (Design and Management) Regulations 2015, where applicable. Unless expressly agreed, the Supplier does not act as principal designer, principal contractor, or contractor under CDM 2015, and any services provided do not transfer such duties to the Supplier. The Client may attend testing at the Supplier's premises subject to a maximum of three persons and compliance with the Supplier's notified health & safety requirements.

16. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay or failure in performing any of its obligations to the extent such delay or failure results from events, circumstances, or causes beyond its reasonable control, including but not limited to extreme weather, fire, flood, epidemic, pandemic, civil commotion, terrorism, war, acts of government, strikes or other industrial disputes (not involving the workforce of the party seeking relief), failure of utilities or transport networks, or shortages of materials or equipment. The affected party shall notify the other party and use reasonable endeavours to mitigate the effects. If the period of delay or non-performance continues for more than sixty (60) days, either party may terminate the Contract on written notice without liability other than for Services performed and costs incurred up to termination.

17. Term, Suspension, and Termination

The Contract takes effect on acceptance of the Supplier's proposal or commencement of the Services, whichever occurs first, and continues until completion unless terminated earlier in accordance with this clause. Either party may terminate the Contract immediately by written notice if the other party commits a material breach which is not remedied (if remediable) within thirty (30) days of notice, or becomes insolvent, has a receiver or administrator appointed, enters into composition with creditors, or ceases to carry on business. The Supplier may suspend the Services for non-payment or for health and safety reasons. The Client may terminate for convenience on thirty (30) days' prior written notice, subject to payment for all Services performed, committed costs, non-cancellable expenses, and a reasonable demobilisation charge if specified in the Contract. On termination, the Client shall pay all sums due and the Supplier shall deliver any completed Deliverables for which payment has been made.

18. Anti-Bribery, Sanctions, and Modern Slavery

Each party shall comply with applicable anti-bribery and corruption laws, including the Bribery Act 2010, shall not engage in any activity that would breach applicable economic sanctions, and shall take reasonable steps to ensure that slavery and human trafficking are not taking place in its supply chains in accordance with the Modern Slavery Act 2015.

19. Subcontracting and Assignment

The Supplier may subcontract parts of the Services to competent subcontractors, provided that the Supplier remains responsible for the performance of the Services. Neither party may assign or transfer any of its rights or obligations under the Contract without the prior written consent of the other party, not to be unreasonably withheld or delayed, except that the Supplier may assign to an affiliate or as part of a bona fide business reorganisation.

20. Notices

Any notice given under or in connection with the Contract shall be in writing and delivered by hand or pre-paid first-class post or recorded delivery to the address stated in the Contract or such other address as may be notified. Notices are deemed received: if delivered by hand, on signature of a delivery receipt; and if sent by pre-paid post, at 9.00 am on the second Business Day after posting.

21. Severance and Waiver

If any provision of these Terms is held by a court or competent authority to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable; if such modification is not possible, the relevant provision shall be deemed deleted, and the remaining provisions shall continue in full force and effect. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy.

22. Entire Agreement and Order of Precedence

The Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, or representations, whether written or oral. Each party agrees that it has not relied on any statement, promise, or representation not set out in the Contract. In the event of conflict, the order of precedence is: (1) any signed SoW or special conditions; (2) the Supplier's proposal or quotation; and (3) these Terms.

23. Third-Party Rights

A person who is not a party to the Contract shall not have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. This clause does not affect any right or remedy of a third party that exists or is available apart from that Act.

24. Governing Law and Jurisdiction; Dispute Resolution

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim. Prior to commencing proceedings, the parties shall use reasonable endeavours to resolve disputes promptly through good-faith escalation to senior representatives.

25. Definitions and Interpretation

In these Terms, Business Day means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business. References to law or standards include any update, modification, or replacement thereof from time to time. Headings are for convenience only and shall not affect interpretation. A reference to writing or written includes email but not fax.

26. Survival

Clauses relating to fees and payment, confidentiality, intellectual property rights, warranties and disclaimers, waivers and acknowledgements, indemnity, limitation of liability, governing law and jurisdiction, and any other provisions that by their nature are intended to survive, shall survive expiry or termination of the Contract.