

**CONDITIONS OF CONTRACT
GENERAL**

1) GENERAL

- a) All the terms and conditions of any contract between us are embodied in this quotation, and acceptance of this quotation involves acceptance of these conditions, notwithstanding anything to the contrary in the Customers form of order or other documents or correspondence.
- b) Acceptance of this quotation must be accompanied by sufficient information to allow us to proceed: specification, drawings, etc.
- c) Orders by telephone or fax must be confirmed in writing within 24 hours.
- d) Drawings, designs, photographs and other descriptive matter included in catalogues, circulars, advertisements, illustrated matter and price lists constitute an approximate guide and shall not be binding save to the extent that they are by specific reference expressly included in the contract.
- e) We cannot accept any liability whatsoever to the which the fulfilment of our obligations is prevented, frustrated or impeded as a consequence of conforming to any statute, regulations of import and export restrictions, nor as a result of strikes, lock-outs fires, accidents or civil disturbance, adverse conditions, acts of God, orders or requisitions of any competent authority or any other circumstance beyond our control. If by reason of any of these circumstances, performance after a reasonable time becomes impossible our responsibility for the further performance and fulfilment of this contract shall cease, but the customer shall pay for all work actually carried out at the rates applicable to our quotation.
- f) These conditions, the quotation and the Contract based thereon shall be interpreted in all respects in accordance with English law.
- g) To comply with. Factories Act 1961 and Health and Safety at Work Act 1974, before our employees enter a tank that has been in service of any kind, you must provide us with the following information in writing, one copy to be sent to our Head Office to arrive in advance of the date of commencement of work and one copy to be attached to the delivery note.
 - i) The use to which the tank concerned has been subjected, specifically detailing its contents and their toxicity and/or flammability hazards.
 - ii) A certificate that the tank has been decontaminated and is safe to enter within the terms of Section 30 of the Factory Act 1961.
 - iii) The tank has a manhole of a size complying with Section 30 (2) of the Act.

Failure to co-operate with us in any way will delay commencement of work and will entail is having to charge standing time for such delay.

2) PRICES AND PAYMENTS

- a) Unless otherwise stated this quotation REMAINS FIRM for a period of 30 days from the quotation date. Any orders or goods received after this date maybe subject to any variations in the cost of wages, materials or services that take place after this date.
- b) Unless otherwise expressly stated in this Contract, all invoices shall be paid in full and payment received by us 30 days after the goods have been collected from our Works or Services rendered. We shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day to day basis on the amount outstanding at the rate of 3% per annum above the Bank of England minimum lending rate.
- c) In the case of a new account, one Bank and two Trade references must be furnished and accepted by us before any deliveries are made on credit, otherwise goods will only be delivered or work done against the clearance of a cheque against pro-forma invoice.

3) BASIS OF QUOTATION

- a) Unless otherwise stated this quotation is based on the work being carried out during normal working hours.
- b) Extra charges may be levied for-
 - i) Any necessary dismantling into component parts prior to lining and any subsequent reassembly
 - ii) Removal of grease, oil, paint, galvanising or any other previous treatment
 - iii) Removal of excessive rust, scale or chemical adherents
 - iv) Dressing of cast metal to remove sandscale or other flaws exposed after gritblasting
 - v) Any welding/dressing required to bring the metal surfaces up to our design requirements as laid down in our leaflets or specific instructions
 - vi) Any overtime necessary to meet revised delivery dates should this date be earlier than originally specified.
 - vii) Additional areas treated or work done where the variance is due to customer providing incorrect information, drawings etc.

4) PACKING

Unless otherwise specified in this quotation all packing cases, drums, bags or other containers will be charged at cost, plus a handling charge.

5) DELIVERY AND TRANSPORT

- a) Any times quoted for delivery or completion of work are to date from the receipt of metals by us (including forwarding instructions where necessary) and of all information and drawings to enable us to put the work in hand. All such times are estimates only not involving any contractual obligations.
- b) If, when the goods are ready or the work complete delivery or acceptance is delayed by the Customer, then payment will become due in accordance with the Contract and we shall be entitled to charge for any costs incurred as a result of such delay.
- c) When carriage is our responsibility, we will reimburse the Customer if the goods are lost or damaged in transit to the extent of our recovery from the Carrier, provided always that the Customer has given us written notification of such loss or damage as soon as possible within such time as will enable us to comply with the Carrier's conditions as affecting loss or damage in transit.
- d) Unless otherwise specified, we shall not be responsible for off-loading at place of delivery.

6) STORAGE CHARGES

If we do not receive forwarding instructions sufficient to enable us to despatch the goods within fourteen days after the date of notification that they are ready for despatch, we shall be entitled to arrange for storage, and all charges and other costs incurred by us as a result will be borne by the Customer. Any deterioration during storage is the Customers liability.

7) SUITABILITY FOR USE

- a) All tests of material used, where such are required, are to be made at our Works unless otherwise agreed, and the Customer will indemnity us against any loss or damage to our property and the death of or injury to any person occurring as a consequence of such test unless due to our act or default or that of our employees, sub-contractors or agents.
- b) It is for the Customer to satisfy himself that the material and/or services are suitable for his purpose and, save as set out in Paragraph 8 under "Guarantee/Warranty" we accept no liability for failure in performance, application and use.
- c) Most self curing systems require a period of curing following application to attain optimum properties and as a general rule should not be put into service for at least 7 days after completion of our process, enquires should be made on this point to our Technical Department. Failure to comply with this requirement will invalidate any form of warranty or guarantee given.

8) GUARANTEE/WARRANTY

- a) We shall at our option repair, replace, free of charge, or allow the net cost of any defective material and/or faulty workmanship providing that the same is shown/proved to be due to our default and is reported to us in writing by the Customer within twelve months of the date of the invoice for the work. Our responsibility in respect thereof is limited to such replacement or making good and is in lieu of any liability in tort or otherwise or under any conditions or warranty implied by law or statute in respect of the goods or any replacement goods or work of making good and in both respects shall come to an end six months after the date of the invoice for the original work.
- b) Second hand tanks and metals are normally excluded from any guarantee.
- c) In particular and without prejudice to the generality of the foregoing we shall not be liable for any consequential costs or losses whatsoever, nor for any loss of profit or of contracts directly or indirectly resulting from any defective material or faulty workmanship or from any materials supplied by the Customer or work done by us at the direction of the Customer.

9) INVOICING

- a) Goods despatched, or services on account of an order for which an inclusive sum has been quoted for the whole, will be invoiced pro-rata, and in respect of all such invoices payment on the due date shall be in accordance with Paragraph 2 (b) aforesaid.
- b) Defects and/or discrepancies in part deliveries of an order shall not be a ground for cancellation of the remainder.

10) CUSTOMERS PROPERTY

Whilst on our premises, equipment on which we are to carry out lining or coating will be insured against fire, explosion and accidental damage up to a maximum liability of £25,000 for any one piece of equipment. Should the value of any piece of equipment exceed this amount you should advise us in advance or make arrangements for its insurance. No responsibility can be accepted for loss by theft of equipment or components whilst on our premises.

11) UNSUITABLE MATERIAL

- a) Where work is carried out on Customers goods and the goods are found to be faulty or in need of additional work to bring them to a satisfactory standard for processing, the Customer will be charged in full for this work, including the cost of any delay involved.
- b) In the event of the Customers goods being totally unsuitable for processing a charge will be made for the work done up to the point of rejection and we shall be entitled to cease work thereon forthwith.

12) INSPECTION

- a) Customers are invited to provide their own inspection, or to be present at any inspection of their goods by our own staff should they wish to do so, without prejudice to the operation of these Conditions of Contract.
- b) It must be emphasised however, that no claim can be entertained for consequential losses or costs incurred subsequent to our inspection which must be regarded as final at our Works.
- c) For additional conditions which apply to contracts carried out in Situ see "Conditions of Contract – Site Work".

**CONDITIONS OF CONTRACT
SITE WORK**

1) SERVICES AND FACILITIES REQUIRED

- a) The Customer will provide, without charge to us, adequate supplies of clean running water, electricity (240 volts, 3 phase and 110 volts) at a point within 50 feet of the work to be done and the services of electricians to connect out distribution panels etc., to the mains supply and to disconnect after use.
- b) Our employees should have free use of site welfare and toilet facilities.
- c) The Customer shall provide the necessary labour and equipment for unloading and placing our site equipment upon or adjacent to the site of our work and reloading onto our lorry after completion.
The Customer will also be responsible for hoisting our equipment to elevated positions, and no responsibility can be accepted for damage to goods or Customers equipment in the course of such operations.
- d) Reasonable access and working area is to be provided by the Customer. No Provision is included in this quotation for preparing the site. Suitable and secure storage area to be provided for our materials and equipment.
- e) The Customer shall ensure that the item to be treated will be clean, dry, and oil free before the contract commences.
- f) The items to be treated should be completely isolated from the other equipment. All pipes to branches should be disconnected VALVE CLOSURE IS NOT SUFFICIENT. Electricity supplied to the items being treated should be disconnected.
- g) Any delicate instruments or machinery on or around the item being treated should be either removed or suitably protected to ensure that no damage can possibly occur.
- h) To comply with, Factories Act 1961 and Health and Safety at Work Act 1974, before our employees enter a tank that has been on service of any kind, you must provide us with the following information in writing to be handed to our senior employee on his arrival on site.
 - i) The use to which the tank concerned has been subjected, specifically detailing its contents and their toxicity and/or flammability hazards.
 - ii) A certificate that the tank has been decontaminated and is safe to enter within the terms of Section 30 of the Factory Act 1961.
 - iii) The tank has a manhole of a size complying with Section 30 (2) of the Act. Failure to co-operate with us in any way will delay commencement of work and will entail us having to charge standing for such delay.

2) WORK ADDITIONAL TO CONTRACT

- a) Any standing time or delays to our men and/or Plant, occasioned by circumstances beyond our control must be signed for on the day of occurrence by your Site Engineer or responsible person and will be invoiced to you at our current daywork rates.
- b) Any defects or imperfections in the item being treated, revealed by inspection or exposed by gritblasting which can interfere with the efficiency of the treatment, should be corrected by yourselves and any delays occasioned, signed for as above.

3) LIMITS OF RESPONSIBILITY

- a) On completion of the work, our Plant will be removed and the site left tidy, but final cleaning of the work and site will be the customer's responsibility.
- b) It is assumed that our processes are compatible with the Customer's business etc., and the plant and processes operated by him, and no responsibility is accepted for damage which may be caused or faults disclosed by the use of our processes, unless such damage is shown to be due to our negligence, or that of our employees, where except in the case of personal injury or death our liability shall not exceed the contract price of the work in hand.

4) GENERAL

- a) The Customer will reimburse us for any re-working or repairing arising as a result of any special requirement of the Customer's business not made known to us prior to acceptance of the Customers order.
- b) The quotation is based on working 7 days per week and a minimum of ten hours per day excluding night-shift, and it is assumed that you will be responsible for the necessary arrangements to enable us to achieve this.
- c) We cannot accept any restriction on our hours of work which must be carried out to meet our coating application requirements.
- d) The date of commencement of the contract will be by mutual agreement but at least seven days notice will usually be required.
- e) We assume free access to site at anytime for any of our Head Office Staff, for the purpose of inspection and/or supervision.