

## CONDITIONS OF CONTRACT

### GENERAL

**1** In the context of these conditions, the words "Company" shall mean Online Coatings Limited. "Customer" shall mean any Person, Individual or Company, Limited or otherwise, Partnership, Firm or Body, for whom or on behalf of whom the Company supplies materials or processes. "Materials" shall mean any Chattels, or Articles to the Company for the Company to carry out work thereon for or on behalf of the Customer. "Work" shall mean any Process, Spraying, Coating, Dipping, Colouring, Advice, Business, Engineering, Assembling, Repairing, Overhauling, or other Services undertaken by the Company for or on behalf of the Customer. "Goods" shall mean the materials after work has been undertaken by the Company in respect thereof and shall include the Company's own products (If any).

**2** The Company's business is the application by certain processes of Powder Coating, Finishes, Colourings, or other treatments of materials supplied by or on behalf of the Customer and these conditions shall be constructed accordingly.

**3** The Company will not agree to, or accept any terms or conditions specified or imposed by the Customer whether oral or in writing at any time, and such Customer conditions shall not form part of the contract between the Company and the Customer and shall not be taken as amending, qualifying, or varying these conditions.

**4** All orders accepted, business transacted or other dealing between the Company and the Customer shall be on the basis of these conditions which together with any quotation and any special conditions in writing shall form the contract between the Company and the Customer.

### WASTAGE

**5(a)** The work carried out by the Company may involve a certain amount of wastage of materials and the customer should be aware of this fact. The Company cannot accept any responsibility for such wastage of material where such is reasonable in all circumstances and the Customer should make allowances for this fact when placing an order and when delivering materials.

**(b)** The extent of wastage will depend on several factors and may differ with the process to be undertaken and the materials used. Any information of estimate regarding the likely regarding the likely extent of wastage given by the Company to the Customer is given for guidance purposes only and the Company accepts no responsibility if the wastage in respect of any particular order is less or greater than the estimate.

### PRICE, QUOTATIONS, AND PAYMENT

**6(a)** The Company will use all reasonable endeavours to ensure that the price quoted by the Company for goods to be supplied, or work to be undertaken, to, for, or on behalf of a Customer will be accurate as possible under the prevailing circumstances. However such a quoted price may be varied by additions upwards by the Company accordance with the prevailing market conditions during the currency of the contract. If such additions are necessary, the Company will notify the Customer in writing as soon as reasonably practicable and the Customer shall pay such additions, in addition to the quoted price, at the time when payment is due for the goods supplied or work undertaken to, for, or on behalf of a Customer or for any one stage thereof in accordance with these conditions. Without prejudice to the generality of the foregoing, "Market Conditions" shall include any increases in the cost of Labour, Powders, or other Materials, Machinery, Tools, Operation, or Transport supply.

**(b)** Unless otherwise stipulated in writing by the Company to the Customer, payment is due and shall be made to the Company or its appointed agent within 30 days of the last day the month in which the invoice is dated. If the work is to be carried out in stages, or goods are to be delivered in stages, then payment is due for each stage and shall be made to the Company by the Customer within 20 days of the invoice sent to the Customer by the Company for each stage.

**(c)** If payment is not made within the period referred to in sub-paragraph **(b)** hereof, then the Company reserves the right to charge interest on the outstanding amount at the rate of 2% per month or part thereof.

### DELIVERY, COLLECTION, AND COMPLETION

**7(a)** **Delivery by the Company.** Delivery of goods shall be deemed to take place upon arrival at the address specified by the Customer to the Company (or if none is expressly stated, on arrival at the Customer's premises). The Company reserves the right to deliver in one or more consignments where such delivery takes place an invoice is delivered, the payment shall be made in accordance with paragraph **6(b)** hereof, if payment is not made within 30 days then the company reserves the right to withhold delivery of other consignments pending payment being made.

**(b)** **Collection by Customer.** If goods are to be collected by Customer then the Company shall notify the Customer when goods are ready for collection and the Customer shall within 3 working days arrange a collection from the Company's premises at the Customer's own cost and expense including the provision of labour for collecting same.

**(c)** The Company will use all endeavours to ensure that any time or date given by the Company for delivery of goods or date when goods will be ready for collection, or performance of work, or any stage thereof, will be met. However, any time or date given by the Company given for delivery of goods, or collection by Customer, or completion of any work or any one stage thereof, to, for, or on behalf of the customer, is given and intended as an estimate only and the Company shall not be liable to make good any damage or loss, whether financial or otherwise incurred by the Customer arising directly or indirectly out of any delay in delivery, or any delay in date when the goods are ready to be collected, or completion of the work.

**(d)** Where goods are delivered to the Customer by the Company the Customer shall pay the Company all delivery charges whether incurred by the Company directly or by carriers employed by the Company and such payment shall be in addition to any price quoted under paragraph **6**, hereof.

### LIEN

**8** Where goods or materials belong to a Customer are in the possession of the Company then the Company shall have a general lien over those goods while in its possession for any monies owing or payment due to the Company by the Customer or whatever nature in respect of work undertaken by the Company for and on behalf of the Customer.

### DEFECTS AND COMPLAINTS

**9(a) (1)** The Company shall take all reasonable care and exercise all reasonable skill in carrying out the work for and on behalf of the Customer but if the Customer is not satisfied with the work then the Customer shall within 7 days of delivery or collection give notice of their dissatisfaction by way of complaint and the Company shall, as soon as reasonably practicable, inspect the work and investigate the complaint.

**(2)** Where delivery or collection is in one or more consignment then such notice of complaint referred to in sub-paragraph **(a) (1)** hereof shall be made within a maximum of 28 days thereof in order that the inspection and investigations can be carried out before any further consignments are delivered or collected.

**(3)** If the Customer shall fail to give such notice referred to in sub-paragraph **(1)** and **(2)** thereof as applicable then the goods shall be deemed to be in all respects satisfactory.

**(b)** If after such inspection and investigation such complaints is, in the opinion of the Company reasonable, then the Company will in its absolute discretion either carry out the work again or give credit to the Customer for the amount equivalent to the price the customer would have paid to the company had the work been done satisfactorily. The company will also reimburse the customer the cost of returning any goods to the company.

**(c)** The company does not guarantee or warrant or in any way accept responsibility that the materials supplied to the company by the customer or on the customers behalf for processing by the company are suitable to be used in the company's processes or that such materials will not be damaged or adversely affected thereby. It is therefore incumbent upon the customer to ensure that the materials supplied to the company are suitable for and fit to withstand the company's processes

**(d)** The company accepts no responsibility for any defects in faults to or quality of the finish treatment or coating applied by the company's processes to any materials supplied by or on behalf of the customer as a result of such materials being defective or in poor condition and where such defects to or faults in, or quality of finish, treatment or coating occurs.

Then the company shall be paid in full for the work carried out for and on behalf of the customer as though such defect etc had not occurred.

**(e)** The company shall be entitled to appoint one or more sub-contractors to carry out all any of its obligations.

**(f)** The company does not accept responsibility for the corrosion of extrusions or other work on its premises if they have not been processed within three months from date of extrusion (or other production)

**(g)** If the company agrees to strip metal which has previously been anodised or coated such work is carried out at the customers risk. No warranty is given or implied that such work will be effective or that the costing there after applied by the company will be satisfactory in use

**(h)** the company shall have the right without notice to the customer to change any materials which the company considers reasonable or necessary provided that the substituted materials are of equal quality and not substantially different from those described in the contract.

### LIABILITY

**10 (a)** Any liability of the company for loss or damage caused to the customer by reason of the company's defective work or goods shall be limited to direct loss suffered by the customer and shall not be extended to any indirect or consequential loss or damage whether financial or otherwise suffered by customer.

**(b)** where materials have been supplied to the customer shall not exceed an amount equivalent to the value of materials supplied to the company before any work has been undertaken there on by the company.

**(c)** Where materials are not supplied by the customer to the company then the company's liability for any such loss or damage referred to at sub paragraph (s) here of caused to the customer shall not exceed an amount equivalent to the price the company would have received from the customer if no such defects had occurred and the goods or works undertaken had been satisfactory.

**11** Although all reasonable care will be taken by the company any materials supplied to the company by the customer shall at all times remain the responsibility and at the risk of the customer and the company shall not be liable for any damage or loss of such materials while in the company's possession or while in the course of delivery by or on behalf of the company.

### FORCE MAJEURE

**12** If events beyond the control of the company, including but without prejudice to the generality of the foregoing words, force majeure, action by HM factory inspectorate, strikes, lock-outs industrial action, trade dispute, government interference, or action, shortage or lack of materials, prevent, delay or hinder the delivery of goods or performance of services shall continue so long as completion of the work and delivery of the goods to the customer is prevented, delayed or hindered and the original time for completion of the services or deliver of the goods, if any, shall be extended by the length of the postponement. The company shall not be liable for any loss or damage, whether financial consequential or otherwise caused to the customer whether directly or indirectly out of such postponement.

### TERMINATION

**13** If the customer shall make default in or commit any breach of its obligations to the company, or if any distress or execution shall be levied upon the customer, his priority or assets, or if the customer shall make an offer to make any arrangement or composition with creditors or commit an act of bankruptcy or if any petition or execution order in bankruptcy shall be presented or made against him or if the customer shall be a limited company then any resolution or petition to wind up such customer shall be passed or presented otherwise than for reconstruction or amalgamation or if a receiver of such a customer's undertaking, property or assets or part thereof shall be appointed, the company shall have the right forthwith to determine any contract then subsisting with the customer and upon written notice of such determination being posted by the company to the customers last known address or if the customer is a limited company to the company registered office or any subsisting contract shall be deemed to be determined without prejudice to any claim or right which may be accrued or which the company may make or exercise.

### ARBITRATION

**14** Any dispute arising at any time between the parties hereto as to the construction of the contract or these conditions, or as to any matter arising out of the contract of these conditions, or connected there with. Shall be referred to the arbitration of a single arbitrator who shall be agreed between all parties or in default of agreement be appointed at the request of either party by president of the time being of the law society. The arbitration shall be in accordance with the arbitration act 1950, and any stator modification or re-enactment Thereof for the time being in force.

**15** These conditions and the contract shall be subject to any construed in accordance with English law

### NOTICE

**16** Any notice to be given to the company pursuant to these conditions shall be given in writing, addressed to the company's principle place of business either by ordinary first-class post or by personal delivery. Notice given to the customer shall be in writing addressed to the customer at the customers address from which the customers order was sent of if not known to the customer last known address, or being a limited company, its registered office, in respect of either notice either to the customer or to the company notice, in writing sent by post shall be deemed to have been served on the third day after posting in a property addressed first class pre-paid envelope.