

Online Coating Ltd. - Conditions of Contract

Effective Date: 1st January 2025

1. Definitions

"Company" refers to Online Coating Ltd.

"Customer" refers to any individual or entity placing an order or requesting services.

"Materials" means any items provided by or on behalf of the Customer for processing.

"Work" includes all services performed by the Company including, but not limited to, coating, spraying, colouring, assembling, repairing, and advising.

"Goods" means the result of the Company's work on the Materials.

2. Scope of Work

The Company provides powder coating and related finishing services. These terms govern all transactions unless expressly agreed in writing by the Company.

3. Acceptance of Terms

These conditions apply exclusively. Any alternative terms proposed by the Customer are excluded unless expressly agreed in writing by a Director of the Company. Credits or financial adjustments must be authorised in writing by the Accounts Director.

4. Pricing and Payment

4.1 Quotes are valid for 30 days and may be revised in light of changes in market conditions.

4.2 Payment terms are strictly 30 days from invoice date unless otherwise agreed in writing.

4.3 Late payments will incur interest at 2% per month or part thereof.

4.4 Staged work will be invoiced and payable per stage.

5. Minimum Order and Charges

A minimum order value of £150.00 + VAT applies. The Company reserves the right to apply this minimum value to orders below this threshold.

6. Delivery & Collection

6.1 Delivery is deemed complete upon arrival at the Customer's specified address.

6.2 Customers collecting goods must do so within 3 working days of notification.

6.3 Delivery and completion dates are estimates only; the Company is not liable for delays.

7. Title and Risk

7.1 Risk remains with the Customer at all times for all materials.

7.2 The Company holds a lien over all Customer materials in its possession for unpaid charges.

8. Defects and Returns

8.1 Defects must be reported within 7 days of receipt. For multi-stage or batch deliveries, within 28 days.

8.2 The Company may, at its discretion, rework or credit the defective work.

8.3 The Company is not responsible for defects due to unsuitability or poor condition of materials provided by the Customer.

8.4 Coating of Oxidised material is at the customers risk

8.5 Coating of stripped, anodised, or previously coated metal is at the Customer's risk.

9. Liability

9.1 Liability is limited to the cost of services provided and excludes indirect or consequential loss.

9.2 The Customer assumes all risk for the materials supplied for processing.

9.3 The Company may use subcontractors to fulfil its obligations.

10. Force Majeure

The Company shall not be liable for delays or non-performance due to events beyond its control, including but not limited to strikes, material shortages, pandemics, utility failures, or regulatory actions.

11. Termination

The Company may terminate the contract without liability if the Customer breaches any terms or becomes insolvent.

12. Dispute Resolution

Any disputes will be resolved by arbitration under the Arbitration Act 1996. A single arbitrator will be appointed by agreement or by the President of the Law Society.

13. Governing Law

These terms shall be governed and interpreted in accordance with the laws of England and Wales.

14. Notices

All notices must be in writing and sent to the recipient's registered or last known address. Notices sent by post are deemed received three working days after posting.

15. Issuance of Credits

15.1 Any credit, refund, or financial adjustment offered to the Customer is only valid if issued in writing by the Company's Accounts Director.

15.2 Verbal agreements, statements, or commitments made by any person, including Directors, shall not constitute valid credits unless confirmed in writing by the Accounts Director.