

STANDARD TERMS OF BUSINESS

Revision dated: 2/04/2007 page 1 of 2

1. **HOURS OF WORK** – Office hours are Monday to Thursday 8.30am to 5pm and Friday 8.30am to 4pm. The premises are closed for lunch each day from 12.30pm to 1.30pm. Factory & Stores hours are Monday to Friday 7.30am to 4.15pm and are closed for deliveries & collections between 12.30pm and 1.30pm and at 4pm on each day.
2. **CONTRACT CONDITIONS** - All quotations given are considered to be subject to these Terms of Business and to the specific conditions included with each price submission.
3. **PRICES** - All prices are Net unless otherwise stated.
4. **VALIDITY.** Unless otherwise stated, any price given is open to acceptance for 60 days and is valid for six months from the date of the price submission.
5. **ORDERS.** Receipt of an order will confirm full understanding and agreement of all of our terms and conditions.
6. **DAMAGE/DELAYS.** Goods are only accepted for treatment on the understanding that we are not responsible for any loss or damage to same while in transit. We cannot accept responsibility for delay, loss or damage to customers property whilst in our possession, on account of fire, floods, strikes, lock-outs, civil commotions, or accidents of any kind, or any warlike operation.
7. **PRICE FLUCTUATION.** Should our costs be affected by any increase in wages or materials, or where delivery is included the cost thereof is increased, any prices given may be revised to cover us for any such increased costs in respect of materials not yet delivered or work remaining to be done unless otherwise agreed in advance.
8. **TERMS OF PAYMENT**
Account Customer – Nett 30 days from date of invoice.

Non account customers – by one of the following four options: **(a)** Payment in cash on collection, **(b)** Up to £100.00 inclusive of VAT - cheque accepted if accompanied by a valid cheque guarantee card, **(c)** Cheque or BACS - payment to clear through the bank prior to collection or completion of job so we can release your goods without delay. If you require a pro-forma invoice raised in order to make payment please inform us when placing your order, **(d)** Bankers draft on collection.

Setting up a Credit Account - If you wish to set up an account with BMS&PC you must notify the company and send a signed copy of these 'Standard Terms of Business' to the company. New account customers may be subject to credit limits or stage payments. Credit limits will be awarded according to credit checks, if sufficient information is not available then BMS&PC reserves the right to request a copy of annual accounts. The new account must be set up prior to an order being issued for the work.

9. **PRICES**
Submission – Prices are submitted to customers as a Budget, Estimate or Quotation. These terminologies are defined as follows: Budget is a guide price only, Estimate is not a fixed and firm figure because if the specifics of the job change in any way we may invoice for more or less when the job has been completed, Quotation is a fixed and firm figure.

Exclusions – Prices do not include for the following unless stated:

- (a) Removal of paint, oil, excessive rust or scale, weld spatter and/or any other foreign substances or deposits prior to treatment including necessary rectification of rough edges or surfaces.
- (b) Straightening, re-centering or otherwise truing-up components intended for subsequent matching.
- (c) Rectification of any inherent faults in customers goods, detected at any stage during treatment. In the event of any extra work being considered necessary on these or any other accounts the customer will be advised accordingly, and the work will thereupon become chargeable as an extra to the contract.

10. **ESTIMATED AREA** – Jobs for which the given price has been based on an estimated area may be measured on receipt to confirm the actual area to be treated. Any additional area may be charged pro rata based on the given price. In the event of a substantial change in the area or fragmentation of work to be done our price may be invalidated.

11. **COATING.**
Finish - Although we always aim to provide a high standard of finish we are an industrial coatings company and as such, unless clearly requested and highlighted by the customer, any coating applied will have the cosmetic appearance representative of the industrial coating specific to the generic type of material specified, as recognised within the industrial coatings industry.

Thickness - Every precaution will be taken to ensure a uniform coating of the thickness specified. Unless expressly specified all coatings will be to our normal commercial standard.

Performance - We cannot accept any responsibility whatsoever for the performance of any coating system. (See also 'Guarantee' clause below).

Inspection - For all work that we carry out it is our preference that the customer takes the opportunity to inspect the finished item(s) at our premises prior to despatch to ensure that the work meets with your approval.

12. **COATING SUBSTANTIATION** – Substantiation work including the preparation of samples, laboratory analysis, tests, reports and data cards is a chargeable service.

13. **PACKING & TRANSPORT.**
Packing - All goods must be sent to us suitably protected where necessary. Any additional packing found necessary for the return journey will be charged extra at cost. If goods are received in heavy packing, crates or on pallets that are not to be reused for the treated items such packing is the responsibility of the customer who is to organise for its return or disposal. Disposal of packing will be charged to the customer.
Transport – BMS&PC operate a site speed limit of 10 mph and this must be respected at all times. All visiting drivers must give way to pedestrians, be aware of large moving vehicles, pallet/forklift trucks and cranes and park only in designated or indicated parking spaces. All visitors must report to Reception or the Works Office. At no time may they enter the factory premises unannounced or unaccompanied.

14. **TITLE TO GOODS SOLD** - Title of the goods does not pass until full payment has been received. Until such time as full payment is received the purchaser is to be the vendors agent in respect of the goods and will have a fiduciary duty to account for any monies received or debt created on the further sale of the goods supplied, whether as a separately identifiable item or as a part of another product sold or disposed of by the original purchaser of the goods. If payment is not received and the purchaser should be wound up or a receiver appointed over the whole or part of the purchasers undertaking or an execution of distress levied against the purchaser the vendors shall be entitled to enter and repossess the goods, where so ever they may be situated.

15. **RIGHTS OF ACCESS** – We reserve all 'Rights of access' by this company, our customer and applicable authorities to all facilities and records involved in the fulfilment of any order and the requirement for the supplier to flow down all applicable requirements to their suppliers/subcontractors. Acceptance of any company order will confirm full understanding and agreement with this condition.

16. **GUARANTEE & MATERIAL PERFORMANCE** - Every effort will be made to ensure sound material and good workmanship, but we give no warranty expressed or implied of material workmanship or fitness of goods for any particular purpose, whether such be known to us or not. Because of often unrealistic claims made for coverage rates and performance of materials by paint manufacturers, we cannot accept any responsibility whatsoever for the performance of any coating materials or for the coverage rates achieved. In the event of any defect being disclosed which is due to defective workmanship, we undertake on the return of the parts to our works (carriage paid), provided we are notified within one month of delivery, to re-coat same free of charge. Our responsibility in respect of, or consequent upon such defects, whether in the original or replacement coating is limited to such re-coating and does not extend to any other expenditure incurred or any consequent damages and reasonable extension of time is to be allowed to enable us to re-coat. In the event of need for repair or rectification of the coating due to faulty workmanship, our liability is restricted solely to the repair or replacement of the coating. No consequential or other liabilities will be accepted.

~~~~~ End of Terms ~~~~~

In accordance with Clause 8 above those companies wishing to set up a Credit Account must sign and complete the section below and send the whole document to BMS&PC.

I .....hereby sign to confirm, as an authorised employee/representative of my company that we (the Company) have read, understood and will comply, without exception, with all of the above conditions. We understand this is a contractual agreement and a prerequisite of being permitted to open/maintain a credit account with BMS&PC.

Signed:.....Print Name.....

Position:.....Date:.....

On behalf of (Company Name).....

Address.....

.....