



STANDARD TERMS OF BUSINESS

Revised date: 29.1.20

Nett 30 days from Date of Invoice

- HOURS OF WORK:** Monday to Thursday 7.30am to 4.30pm and Friday 7.30am to 12.30pm
The premises are closed for lunch each day from 12.30pm to 1pm
No Deliveries or Collections to be made outside these times
- PRICES:** All prices given are considered to be subject to these Terms of Business and to the specific conditions included with each price submission.

All prices are Net unless otherwise stated.

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:

- 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.
- Straightening, re-centering or otherwise truing-up components intended for subsequent matching.
- Radiusing of sharp edges (2mm min)
- 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.
- The cost of waste disposal of any free issue containers/products or contaminated waste arising from the removal of old coatings e.g. lead paints.

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.

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.

3. TERMS OF PAYMENT:

Account Customer - Nett 30 days from Date of Invoice

Non Account Customers - By one of the following four options:

- Payment in cash on collection.
- Up to £100.00 inclusive of VAT - Cheque accepted if accompanied by a valid cheque guarantee card.
- Cheque or BACS - Payment to clear through the bank prior to collection or completion of job so we can release your goods without delay
- Bankers draft on collection.

If you require a pro-forma invoice to be raised in order to make payment please inform us when placing your order.

Applying for a Credit Account - If you wish to apply for a Credit Account with Bristol Metal Spraying & Protective Coatings Ltd (BMS & PC LTD) 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 LTD 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.

- ORDERS:** Receipt of an order will confirm full understanding and agreement of all of our terms and conditions.
- ESTIMATED AREA:** Our price is based upon an estimated area and when the work is placed with us the actual area treated may be subjected to measurement and you would be charged pro-rata at the above mentioned figures. In the event of a substantial change in the area of or fragmentation of the work to be done, our price would be invalidated.

Internal/External Surface - Components that are fabricated in such a manner as to form internal and external surfaces will by their configuration have an edge or face between the internal and external surfaces. This edge or face may be considered to be part of the internal or the external surface. Unless specified in writing or on the drawing the treatment of this edge/face will be at the discretion of BMS & PC LTD who will decide whether it is to be treated as internal or external whichever is most suitable for masking purposes.



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6. **FREE ISSUE MATERIALS:** Any 'Free Issue' materials supplied by the customer MUST be supplied with the relevant Material Safety Data Sheets (MSDS's) and Technical Sheets.
7. **DELIVERIES:**
Conditions of Items on Delivery - All items stated above must be sent to us in one batch and in a 'self-certified' condition, fit for purpose suitable for the commencement of our operations. In particular: all sharp edges, fillets, corners and welds must be rounded or radiused to a minimum of 2mm. All components must be free from weld spatter, flux and slithers. All welds must be free of surface pores or cavities to ensure continuous coating application can be achieved. Should this not be the case we reserve the right to reject the items during our goods inwards inspection and request that they be collected, rectified and returned to us. This may result in a program delay should the work miss its allocated scheduled slot.
- Deliveries - Factory & Stores are closed for deliveries & collections between 12.30pm and 1.30pm and at 4.00pm for the day.
- If any transport arrives outside of these hours with Deliveries or Collections we will accommodate them where possible BUT this will incur an extra charge of a minimum of £150 plus VAT.
8. **DAMAGE/DELAYS:** Goods are only accepted for treatment on the understanding that we are not responsible for any loss or damage while in transit. We cannot accept responsibility for delay, loss or damage to customer's property whilst in our possession, on account of fire, floods, strikes, lock-outs, civil commotions, acts of terrorism, any warlike operation or accidents of any kind.
9. **SAMPLE PLATES:** If the work requires sample plates to be produced/coated for testing purposes please be aware that as standard we only supply 150mm x 150mm x 6mm carbon steel sample plates. If you require sample plates of a specific material, size or shape they must be provided by the customer with the first delivery of items to be treated. All specific requirements regarding sample plates must be stipulated on your Purchase Order. Additional charges may apply for the production of sample plates.
10. **RETENTION OF JOB ID MARKS:** If any of your items to be coated have identification marks that need to be maintained during our process please ensure that this is discussed with us prior to placing your order and that the requirements are stated clearly on your written order.
11. **SURFACE PREPARATION:** The size/grade of grit media for abrasive blasting is checked on a regular basis. Records are available on request. If any other tests are required please make this clear at time of placing the order. Virgin/new grit will be used when a specification requires testing for chlorides/contaminants in the blast media. Surface preparation will be carried out generally in accordance with ISO12944-4, however washing of components pre/post blasting will not normally be carried out as a pre-treatment process, even if specified, unless stated in our Quality Work Plan.

If salt tests are specified and do not reach the required standard washing, will be employed to remove salts to a satisfactory level. Any specified Chloride/Sulphate/Nitrate and/or Salt Tests that are required will be done at a frequency of one test per batch of components and not on individual components irrespective of any specification requirements. If individual component testing is required please make us aware of your requirements and we will submit a price for the additional testing work.

Our price is based on the knowledge made available to us at the time of pricing. Therefore any unforeseen construction details or surface preparation difficulties encountered will be subject to additional charges. The customer will be notified immediately upon discovery of any deviation and all extra works will require an official Variation Instruction to the original order before any further work can commence.

12. **COATING:**

Unsealed Metal Spray Coatings - Are porous and will suffer from moisture penetrating to the substrate if left unsealed which may lead to the appearance of dark staining. When an unsealed metal sprayed coating system is specified BMS & PC LTD will not be liable for any coating deterioration as a result of the coating being left unsealed.

Coating Curing Period - We will do our utmost, to ensure that coated components are sufficiently dry to handle and transport prior to the job leaving our responsibility however it is the responsibility of the receiver of the coated component(s) to ensure that the items are stored in suitable environmental conditions to facilitate full cure in accordance with Material Technical Data Sheets - These can be provided by us on request.



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Dry Film Thickness (DFT) - For all anti corrosive coatings and irrespective of theoretical DFT stated in the product Technical Data Sheet or the Specification we cannot offer a guaranteed maximum DFT. Please be aware that where DFT tolerances have been specified we will only be able to achieve what is practical, dependant on the specified thickness and component(s) configuration and size. This is particularly true for inaccessible/hard to reach areas and on contact areas of components that cannot be hung for treatment. Touch-up kits can be provided.

We cannot guarantee that we will not exceed the specified maximum DFT. The final DFT achieved on any component will relate directly to the configuration of the component. The more intricate the components the more difficult it will be to apply the coating system to all areas and not suffer overspray, which will increase the maximum DFT in some areas. We will always strive to produce a reasonable final maximum DFT. If you have a strict maximum coating tolerance please ensure that you agree these requirements with us prior to placing your order and that these requirements are stated on your written order.

Coating Coverage - Please be aware that where the design of the fabrication/assembly has created areas that are not possible to carry out surface preparation and/or coating on, these areas may only receive overspray of blast media and coating material.

Where possible the configuration of components should ensure that continuous coating application can be achieved in all areas and voids should be capped off prior to delivering the item(s) to us for treatment.

Industrial 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.

High Volume Solids (HVS) products will often appear less smooth than Low Volume Solids (LVS) products. Please be aware, that generally, the thicker the coating, the less decorative the finish (resulting in an 'orange peel' texture which can seriously undermine the aesthetic value of the system.

Where a specification states that the finish shall be 100% defect free we will provide a finish free from pin holes, voids, bubbles, blisters, wrinkles and mud cracking but will not guarantee a finish 100% free from small runs, sags, brush marks and overspray which we consider to be acceptable for an industrial finish and will not be detrimental to the coating performance.

Coating Performance - We cannot accept any responsibility whatsoever for the performance of the paint coating. We do offer, however, full facilities for your inspection of the surface preparation and coating at all stages in our factory prior to despatch.

13. TESTING: When inspection of the DFT is to be carried out in accordance with SSPC-PA2 or ISO19840 in each case the following will apply:

- The required number of tests will be based on the square meterage of the whole job and not of each individual item. If your requirements are not satisfied by this policy please make us aware and additional tests will be carried out, this will incur charges. DFT readings may be variable across any component due to its geometry and areas of overlap, especially with the application of high build systems.
- On all painted areas our aim will be to achieve a maximum dry film thickness not greater than three times the specified DFT. "If the maximum DFT is critical the onus is on the customer to discuss this with our Estimating Engineers prior to placing the order. Specific DFT tolerances may be able to be met but will incur additional work and costs.

Adhesion Tests - If required, will be carried out in accordance with ASTM D4541 (or if specifically specified to ISO 4624). In either case once the required minimum specified adhesion value for the coating has been exceeded it will be 'pulled' to ≥ 15 Mpa or destruction if that occurs sooner. Our price includes for inspection of our work and production of Inspection Record Sheets at a rate of one Inspection Report per production batch. Please be aware that if you require anything other than this i.e. an Inspection Report per item or per specific batch size, or number of items, please inform us at point of order and we will advise you of any additional charges.

14. INSPECTION:

Inspection Level - Unless otherwise stated in this document, we have not allowed or charged for any inspection level over and above our standard In-house Inspection Level. If your work requires a higher level of inspection (e.g. NACE Level 3) we can arrange this for an additional charge. Please request prices and ensure that your Order includes the additional inspection charge.

Customer Inspection - For all work that we carry out it is our preference that the customer takes the opportunity to inspect the finished items at our premises prior to despatch to ensure that the work meets customer approval.



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Outside Inspectors - If, at the time of pricing this work, we have not been made aware of the detailed inspection requirements (supported by a timetable) that you or your customer may have. Our price does not include for attending to and assisting outside inspectors on a full time basis on large projects. Should this be a requirement please alert us to it and we will advise of any additional charges that may be incurred. If our customer or an outside inspector attends the job at any time they must be accompanied by a BMS & PC LTD employee or inspector and this time will be charged hourly to the job and therefore additional charges may also be incurred. We employ qualified Coating Inspectors and therefore it is our policy that any outside Inspector employed to inspect/verify our work must be suitably qualified to inspect coatings i.e. is to hold certification to NACE, ICORR, FROSIO or equivalent.

15. SUPPLIER QUALITY REQUIREMENTS:

Rights of Access - We reserve all 'Rights of access' by BMS & PC LTD, our customer and applicable authorities to all facilities and records involved in the fulfilment of any order. The requirement for the supplier to flow down all applicable requirements to their suppliers/subcontractors. The supplier must notify the company; of any non-conforming product; to obtain approval for disposition or acceptance of the non-conforming product; to notify the company of any changes in product/process or supplier, including manufacturing facilities. We require suppliers to notify the company of any changes in approval of product, procedures, processes, equipment, qualification of personnel, quality management system and to then await the company's approval of such changes. It must be noted that it is not acceptable for the supplier/subcontractor to hold the only copy of records required by the company quality system, contract and/or regulatory requirements. Such records must always be passed from the supplier/subcontractor and held by the company. If a customer has specifically requested that we use a supplier who is not on our suppliers list, this request must be received in writing and the Quality Manager is then to decide what action to take. Acceptance of any company order will confirm full understanding and agreement of these conditions.

16. PACKING & TRANSPORT:

Packing - All goods must be sent to us suitably protected where necessary. Our price includes for a basic provision of packing and packing materials, such as corrugated paper and plastic wrapping. If your requirement for the packing of finished items is more specific, please inform us at the time of enquiry and we will price accordingly.

In addition we draw your attention to our condition regarding Transport and Stacking below. Wherever suitable components will be returned in the same packaging as they were received in. 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 - Please note that no matter how items are stacked on transport when delivered into our works we will only load finished items in such a manner that damage during transit is minimised. This may result in more vehicles being required to return finished goods than were used to deliver the items to us in an untreated state. This is particularly true of heavy items and pipe-work. BMS & PC LTD 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

17. **TITLE TO GOODS SOLD:** Title of the goods does not pass until full payment has been received. Until this time, 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/company ceases to trade 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.

18. **LIABILITY:** That 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

19. **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.



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- 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 the part 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.

20. RECEIPT OF AN ORDER WILL CONFIRM FULL UNDERSTANDING AND AGREEMENT OF ALL OF OUR TERMS AND CONDITIONS: In accordance with Clause 4 above, Companies requiring a Credit Account, must sign and complete the section below and send the whole document to BMS & PC LTD.

As **Director / Company Secretary** (Delete as appropriate) I hereby sign to confirm 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 LTD.

Signed:.....

Print Name:.....

Position: **Director / Company Secretary** (Delete as appropriate)

Date:.....

On behalf of:(Company Name)

Address:.....