

## Terms and conditions

### **1. General**

- 1.1 Quotations for and acceptance of all orders are subject to these conditions and shall govern the contract, the customer/buyer shall be deemed to have accepted these conditions on placing the order.
- 1.2 No addition to or variation from these terms and conditions shall have effect unless the same are expressly accepted by Abbey protective coatings in writing from a director of the company.
- 1.3 The conditions represent the entire agreement and understanding of the parties and supersede any prior agreements, representations, or undertakings.

### **2. Quotations & Prices**

- 2.1 Quotations are issued and valid for the period detailed in the quotation.
- 2.2 Quotations are ex works; no delivery is included unless otherwise stated and is an additional cost if required.
- 2.3 The price for products/services will be provided in the quotation if one has been requested and confirmed to the customer/buyer in the company's invoice.
- 2.4 Small orders will be charged at the company's minimum charge.
- 2.5 Abbey protective coatings reserves the right to vary from the price quoted, to the extent that such variation is required to cover increases in the cost of the supplying the product/service between quotation & delivery; this may include products / services required from a 3<sup>rd</sup> party to complete the project but will be communicated to the customer.
- 2.6 Abbey Protective Coatings reserve the right to correct any typographical error or other errors or omissions in any literature or quotation.

### **3. Orders & projects**

- 3.1 The customer will be required to communicate in writing or by sending a purchase order to Abbey protective coatings Ltd, including quantity of parts, paint specifications, colour etc.
- 3.2 If Samples are required prior to a project commencing these will be quoted depending on requirements.
- 3.3 Any material ordered by Abbey protective coatings following a receipt of an official purchase order which is subsequently cancelled will leave the customer liable for the costs.
- 3.4 If the parts supplied by the customer for coating have excessive sharp edges or edges that do not meet the project specification, Abbey protective Coatings may reject the parts and request that the issue be rectified, Sharp edge removal or 2mm radius can be arranged by the company at extra cost to the customer.
- 3.5 Excess grease, oil or similar contaminants are required to be removed by the customer, any additional cost that may be incurred will be communicated to the customer and added to the invoice. No products containing silicone shall be delivered to Abbey Protective Coatings premises.
- 3.6 If for any reason the product does not pass the quality assurance checks Abbey protective Coatings may need to extend the processing time to ensure the product meets with specification and quality requirements.
- 3.7 Any issues concerning the job must be notified to Abbey Protective Coatings within 14 days.
- 3.8 Maintenance & cleaning of the coatings should be carried out regularly using water & PH neutral cleaning solution full details can be found on our website.
- 3.9 Any damage such as scratches and chips in the coating must be repaired in line with the company's recommendations- please contact us for advice.

#### **4. Payment & account**

- 4.1 Payment shall be made as per agreed credit terms with Abbey protective coatings and confirmed to the customer/buyer with full details being provided in the company's invoice.
- 4.2 If any payment is not made on or before the due date according to the terms, Abbey Protective coatings reserves the right to charge interest on the outstanding amount at 8% above bank of England base rate at the time the payment became due, until the outstanding amount is paid in full. Such interest shall accrue from day to day and shall be compounded monthly.
- 4.3 The customer will be given a credit limit of which the account balance must not exceed, payment may be required before the invoice is due to maintain the account within the agreed credit limit amount.
- 4.4 Should there be a default in payment, or the account exceeds the credit limit, Abbey protective coatings reserves the right to put your account on hold and suspend any collections or deliveries until the account is up to date.
- 4.5 Unless otherwise stated, all prices are quoted exclusive of VAT, carriage or packing and all other taxes or costs are to be required to be paid under the contract.
- 4.6 Any invoice disputes must be raised within 14 days in writing.

#### **5. Delivery, carriage & packing**

- 5.1 All reasonable efforts will be made by the company to fulfil delivery dates, provided that reasonable notice of such date is given by the customer/buyer.
- 5.2 Any product lost or damaged in transit where delivery is made by Abbey protective coatings carrier should be communicated in writing within 3 days of receipt of parts.
- 5.3 The company reserves the right to arrange storage of products at the buyer's risk and expense if the buyer is unable to arrange collection or take delivery for any reason.
- 5.4 Packaging used on supplied products is intended for temporary protection during transport only and should be removed upon receipt of parts. Abbey protective coatings accepts no responsibility for damage to coated parts due to non-removal of packaging material after collection / delivery.

#### **6. Force Majeure**

- 6.1 Abbey Protective Coatings shall be entitled to cancel the contract for services if it is prevented from providing the services through circumstances beyond its reasonable control including but not limited to industrial action, war, fire, flood, machinery breakdown, lack of labour or material shortages and will not be liable for any loss or damage incurred whatsoever arising from.

#### **7. Warranty & liability**

- 7.1 Abbey Protective Coatings warrants that the products/services will be free from defects in finishing material for a period of 12 months from the date of completion and shall replace / rework products/ services which the buyer proves to be faulty to the satisfaction of the company and shall be governed by the conditions below but will not be liable for any additional cost arising from the repair such as transportation, labour to remove product or labour for reassembly/fitting.
  - a) The company shall be under no liability if parts are found to be left packed as per 5.4.
  - b) The company shall be under no liability in respect of any defect arising from fair wear & tear, wilful damage, negligence, damage during assembly, abnormal working conditions, faulty design, failure to follow the company's advice and instructions, misuse, alteration, or repair without the company's approval.
  - c) The company shall be under no liability under the above warranty if the total price for the products/services has not been paid by the payment due date.
  - d) The company shall be under no liability if the customer/buyer do not comply to 3.8 & 3.9 with regards to maintenance and coating repair.