

## **PTFE Coatings Limited – Terms & Conditions**

### **1. General**

- a) We only trade with other businesses, so these Terms & Conditions only apply to transactions entered into with other businesses.
- b) The terms and conditions in this document apply to all transactions entered into with other businesses. We reserve the right to make amendments to these terms and conditions at any time. The most up to date Terms & Conditions will always be available on our company website.
- c) Any quotation provided by us shall not constitute an offer. The offer is constituted by the Customer's order to pay for coating, processing or any other defined work in accordance with these Terms & Conditions.

### **2. Technical Information**

- a) Any technical description or chemical specification provided will only serve as a general outline of the types of coating system applied by PTFE Coatings. They do not represent any form of warranty or guarantee as to the durability, characteristics or properties of the coatings. The coatings are proprietary and the Customer is solely responsible for conducting independent inspections, analysis and testing to ensure that the coatings are suitable for its requirements.
- b) If technical advice is provided, it is without warranty to its accuracy and does not release the Customer from its obligation to inspect all deliveries for the suitability of its intended use before any further processing.
- c) A coating system will only be suggested based on the information provided by the Customer. If the information provided by the Customer is incomplete, inaccurate, misleading or incorrect, PTFE Coatings will not be held liable for any losses or damages as a result of this.

### **3. Delivery of Product for Processing**

- a) The Customer must ensure that all products and materials that are sent to PTFE Coatings for processing or coating are accompanied by an official Purchase Order or Delivery Note that contains the following information:
  - The description and quantity of parts.
  - The date that the order is to be completed.
  - Any specific packaging requirements.
  - Any delivery/return address that is different to the Customer address.
  - Any specific testing, inspection or certification requirements.
- b) All products must be delivered in a suitable condition for processing and deemed fit for purpose. Any item that may be damaged by heat treatment temperatures of between 180°C and 425°C must be removed by the Customer prior to dispatch to PTFE Coatings.
- c) PTFE Coatings will not be liable for any costs or losses including consequential loss, sustained or incurred by the Customer as a result directly or indirectly from PTFE Coating's failure or delay to carry out any of its obligations under the contract.

### **4. Payment, Pricing and Costings**

- a) All prices are quoted in GBP Sterling, ex-works and exclusive of VAT or any other applicable taxes.
- b) Our payment terms are 30 days from the date of invoice and time for payment shall be of the essence. Thereafter, the Customer will be deemed to be in arrears.
- c) The Customer will be required to pay interest on amounts in arrears at the Bank of England's base rate, plus 5%. Interest will accrue on a daily basis from the due date until the date that payment has been received.

(Terms & Conditions continued)

- d) The Customer shall pay all amounts due in accordance with the order, in full, unless accepted by an authorised employee of PTFE Coatings or as a requirement of the law. The Customer shall not be entitled to assert any credit, set off or counterclaim against PTFE Coatings in order to justify withholding payment of any such amount, whether in whole or in part.
- e) If for reasons beyond our control, we are unable to complete the Customer's order, the Customer shall pay any outstanding invoices and any sum representing the cost of the work in progress upon presentation of a relevant invoice, at which point, PTFE Coatings shall have no further liability to the Customer.

**5. Shipping and goods in transit**

- a) Any risk in the product remains with the Customer and PTFE Coatings shall not be liable to the Customer for the accidental loss of or damage to any product to and from PTFE Coating's premises for the purpose of fulfilling the Customer's order.
- b) If we expressly agree to deliver or arrange for delivery of parts within a specified timeframe or on a specified date, PTFE Coatings shall not be liable for any delay in delivery of the products that is caused by events outside of our control. Nor will we be liable if delivery instructions are inadequate or incorrect.

**6. Deliveries, defects and returns.**

- a) It is the Customer's responsibility to carry out inspection as soon as reasonably practicable, after delivery and to notify PTFE Coatings in writing, immediately, making reference to the part, quantity, delivery note number and the nature of the defect.
- b) Any defects or non-conformances must be notified to PTFE Coatings in any case, within 48 hours of receipt.
- c) When any defect or non-conformance is notified, PTFE Coatings shall have the right to remedy such defect or non-conformance. PTFE Coatings shall not be required to remedy any claimed defect where we consider, in our reasonable opinion (taking into consideration our technical experience) that the quality of the coating is fit for the purposes of the stated and expected function.
- d) In the case of a defect or non-conformance, under all circumstances, the value of any claim, refund or credit will not exceed the contract price payable by the Customer for the coating works.

**7. Concluding Provisions**

- a) Any contract between PTFE Coatings and the Customer shall be governed by English Law.
- b) Each party agrees that the English courts shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.
- c) A person who is not a party to the contract shall not have any rights under or in connection with it.