

# **Powdertech (Corby) Limited.**

## **Terms and conditions of trade.**

There is no small print in this document and it is not written in legalese. It is a general set of statements to address the common trading and operational conditions and practices.

### **1. Payment.**

1. Nett 30-day credit terms. This is we expect payment on the first working day of the month following invoicing. Example: an invoice dated June 24<sup>th</sup> is to be paid on the first working day of August.
2. First orders for customers are always on pro-forma.
3. Final settlement for single contracts must be made prior to the last despatch of material from Powdertech.
4. Customers not trading with PCL for more than 12 months will have their account reset to a pro-forma basis.
5. Any costs arising as a result of debt collection (including debt interest, court fees, solicitor fees, bank charges and administration costs) will be added to the account and will be paid with the final invoice.
6. In the event of an ongoing contract being terminated by either side, payments both outstanding and due will be paid immediately.
7. Any material supplied by Powdertech will remain the property of Powdertech until payment has been received in full for all of the goods and services provided to the Customer under this and any other contract.
8. Any material in the possession of Powdertech will be retained by Powdertech in lieu of outstanding payments.
9. Unless agreed in advance any completed material not collected at the end of a calendar month will be invoiced. Storage costs will be charged at a rate of £8 per standard pallet per week.
10. Any invoice queries must be raised in writing within 7 days of the date of the invoice.

### **2. Pricing.**

1. All prices are subject to vat at the standard prevailing rate.
2. Small order charges are £150 per colour for a standard RAL finish. Non-standard RAL finishes or any of the Powdertech collections (PWF, Anomatch, Evolution, Zest, Satellite Stone, Rust and Terracotta) incur a small order charge of £250.
3. Non-stock colours with an order value of less than £1000 may incur a powder surcharge.
4. Variations to an order and/or official quotation will be subject to a price revision.
5. There is a +/- 10% quantity allowance. We reserve the right to dispatch & invoice +10% on order quantity without reference to the purchaser.
6. Prices do not include the removal of protective film.
7. Quotations are valid for a period of 60-days.

### **3. Material dimensions**

1. Minimum length 1000mm, for pricing purposes.
2. Minimum girth 200mm.
3. Corners >250mm rate multiplied by 1.5x and >500mm multiplied by 2x.
4. For pricing purposes panels will be a minimum of 1m<sup>2</sup>.
5. A jiggling allowance of 25mm each end is assumed on all extrusions unless informed in writing at point of order.
6. No responsibility will be accepted for processing of aluminium material with thickness of less than 2mm.
7. Maximum material dimensions that can be processed are: 6500mm long, 1600mm deep and 500mm wide. Maximum single item weight is 1000kg UDL over 6000mm. No costs incurred as a result of receiving material with one or more dimensions greater than those quoted will be accepted.

### **4. Guarantees**

1. Guarantees must be requested in writing with a formal enquiry.
2. Our quotation forms part of the terms of any guarantee.
3. Warrantees, guarantees or Certificates of Conformance must be requested in writing before a contract starts.
4. Guarantees will not be applicable unless the full terms and conditions of our guarantee terms are met. These terms are detailed in section 8.
5. Guarantees will not be issued until all payments have been made in full.
6. No retrospective guarantee or performance expectations can be made for Marine, Swimming Pool, or any external conditions.
7. Material supplied that is larger than the dimensions in 3.7 is excluded from any guarantee.
8. Material supplied must comply with section 5 "Customer supplied material".
9. Notification of any defect in the coating must be given to us in writing within 30 days of the defect becoming apparent.
10. Powdertech accept no liability for coated product or material that is subject to mechanical damage.
11. Cleaning and maintenance must be documented and in accordance with relevant powder manufacturer or Powdertech data sheets.
12. Low tack film applied by Powdertech must be removed within 6-months of dispatch.
13. Colour consistency can only be guaranteed if the contact is completed using the same batch of powder. Customers requiring a single batch for the whole contract must include this in the order and will be required to pay for the powder up-front.
14. If touch-up materials are used, the areas coated in these materials are expressly excluded from the guarantee.

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## **5. Customer supplied material**

1. Material should be received in a condition suitable for putting through our standard process in accordance with relevant British Standard, European Standard and powder manufacturer requirements. The cost of any extra work Powdertech have to carry out to make the material suitable for processing or the cost of reprocessing rejects caused by poor incoming material (see section 5.7, 5.8 and 5.9) will be covered by the customer.
2. Design must comply with BS EN ISO 12944-3:2017 section 5 and annex D (or later) for all metals.
3. Anti-spatter spray must not be used on steel fabrications.
4. Material that has come into contact with silicon must not be delivered to Powdertech.
5. Any holes required for jiggling or pre-treatment or galvanizing drainage must be inserted by the customer. A charge will be made for any additional holes required.
6. Material must be supplied suitably protected and capable of being handled safely.
7. Galvanized steel must not be received in a quenched (passivated) condition. Any failure as a result of material received in this condition will be the financial and contractual responsibility of the customer. BS EN ISO 1461:2009 section 6.1 and BS EN 15773:2018 section 6.1 and Annex C1.
8. Excessive grease, oil, dirt, finishing paste or similar contaminants including marker pen must be removed prior to receipt at Powdertech. Any additional cost to remove this will be advised.
9. Incoming material is visually inspected before processing. This is done with the assumption that the material is of an acceptable standard on arrival.
10. Protective film must be "low tack" with a rating of less than 8 Newtons per 25mm. Powdertech take care to remove film before pre-treatment but cannot accept responsibility for areas where film has been damaged before receipt – for example, slitting, folding or perforating of metal, scoring or post-weld finishing of the surface.
11. Powdertech do not recommend that material is perforated with protective film in place. Powdertech can't accept responsibility for visual or performance failure of applied coating as a result of film being left in place whilst perforating.
12. A removal charge will be made if low tack film exceeds the adhesion stated in section 10 or is excessively difficult to remove in a single continuous action.

## **6. Miscellaneous**

1. Any material ordered by Powdertech following receipt of an official purchase order which is subsequently cancelled will leave the customer liable for the resulting costs.
2. Colour swatches are indicative only of the finish. Variation between the swatch and the final applied finish must be taken into account when specifying.
3. Samples will be charged a minimum of £50 + vat per colour.
4. Samples are not quality standards unless specifically agreed in writing and referenced on all purchase orders.
5. Collection and delivery times are between 0800 and 1700 hours, Monday to Friday. Collections or deliveries outside these hours are by prior agreement only.
6. Turnaround times are stated in official quotations, these are expected times based on the information received at the time of quotation. Changes to these times are by mutual agreement. Powdertech will not accept responsibility for consequential costs incurred as a result of delays.
7. Every care is taken to ensure that material dimensions on customer enquiries will be capable of processing, see paragraph 3.7, through the plant. We can't accept any responsibility for costs should the material received be outside these sizes.
8. It is the customer responsibility to ensure that there are adequate material handling facilities at their premises or at the delivery address to comply with health and safety and material handling legislation.
9. Customer purchased powder. Powder that is purchased by a customer via Powdertech will be scrapped at the end of the project unless we are requested not to do so.

## **7. Dispute**

1. Any action taken by the customer to remedy, change or otherwise alter the condition of material processed by Powdertech is entirely at the customer's financial and physical risk. Costs as a result of any actions will not be liable to Powdertech.
2. Material fitted or installed by the customer when knowing it is unsuitable for use is entirely at the financial risk of the customer.
3. Any remedial action taken by the customer in which there may be a cost implication to Powdertech must first be agreed by a Director of Powdertech in writing.
4. All costs must be substantiated by official purchase orders and invoices.
5. Any losses in respect of time and money must be made within 7 days of the date at which they became apparent.
6. Any dispute in which the goods or services provided by Powdertech are implicated must be agreed by Powdertech in writing before any rectification is undertaken.

7. These terms are valid at the point of quotation by Powdertech. Placement of a purchase order implies acceptance of the current terms and conditions as taking precedence over any other terms whether written by yourselves or other parties in the supply chain.

#### **8. Terms specific to a written guarantee.**

To be read in conjunction with section 4 & 5.

1. That in the event of failure of any of the guaranteed properties of the coating as detailed in the official quotation our liability is limited to a sum equivalent to the cost of dismantling, remaking and refixing such parts as are necessary to enable us to rectify by reprocessing those parts which are affected, or, if the cost is less, then to carry out the rectification on site by repainting using an appropriate liquid paint system.
2. The maximum liability of our company in respect of any one claim or series of claims for any such failure in respect of any one occurrence or series of occurrences consequent upon or attributable to one source or original cause shall not exceed £250,000.
3. Save where we are shown to have failed to exercise reasonable care in the application of the coating powder we shall not be liable in any circumstances in respect of death or injury and under no circumstances whatsoever shall we be liable for consequential and indirect loss.
4. This guarantee shall only apply where the product to which the coating is applied is installed on premises within the United Kingdom, Channel Islands, Isle of Man, Eire or any of the following European countries, namely; Austria, Belgium, Denmark, Finland, France, Germany, Greece, Holland, Iceland, Italy, Luxembourg, Norway, Portugal, Spain, Sweden, Switzerland or Turkey. For details regarding other countries please contact us.
5. This guarantee shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the English courts only. Whereby virtue of any United Kingdom Act of Parliament, statutory rights are conferred for the benefit of the customer, such rights shall not be affected in any way by this guarantee.
6. That in the event of any claim against us under this guarantee, the burden of proof that we carried out the relevant work, and that all other conditions of the guarantee have been complied with rests with the customer.
7. Powdertech (Corby) Ltd shall incur no liability hereunder whatsoever in the event that any one of more of the following circumstances shall apply:
  - 7.1 The product to which our coating is applied is exposed to continuous heat in excess of 70 degrees Celsius or is in the direct influence zones of the sea, acid or industrial or other aggressive emission sources which are known or believed to be damaging or corrosive to thermosetting powder coatings. Separate guarantees for marine, industrial and swimming pool environments are available subject to the acceptance of the location by Powdertech and the coating powder manufacturer. Please contact us for details.
  - 7.2 Remedial work of any kind is carried out on the coating by a person other than ourselves or our agents at any time after we have applied the powder coating to the products.

## **9. Terms specific to a written quotation**

To be read in conjunction with an official quotation beginning PCL...

There are 4 common standards for powder coating, BS EN12206-1 and Qualicoat for aluminium and BS EN 13438 and BS EN 15773 for galvanized steel. Powdertech base processes, testing and inspection on these standards and it is assumed that customers, designers and specifiers are familiar with their contents when specifying powder coating. The common viewing and design conditions are taken from the standards and listed below. Unless otherwise agreed Powdertech work to these standards.

Quality standards for powder coating. Aluminium. BS EN 12206-1 and Qualicoat specifications.  
Galvanized steel. BS EN 13438 and BS EN 15773

### 1. **Inspection viewing distances for gloss and colour.**

Aluminium. BS EN 12206-1 and Qualicoat specifications.  
Internal on site 3 metres. External on site 5 metres

Galvanized steel. BS EN 13438 > 3metres.

### 2. **Surface finish.**

Aluminium. When first viewed at an oblique angle of approximately 60 degrees standards state that there shall be no blisters, craters, pinholes, roughness, inclusions, scratches or defects through to the substrate visible from 1m (BS EN 12206-1) or 3m internal / 5m external (Qualicoat). Powdertech inspect at 3m internal or 5m external. Any variation must be agreed in writing.

Galvanized steel. When first viewed at an oblique angle of approximately 60 degrees there shall be no blisters, craters or scratches visible. The occurrence of pin holes is inevitable and must be taken into account when viewing the item or specifying its finish.  
The surface finish of galvanized steel is uneven and depends on factors including the design of the item, the thickness of the steel, the chemistry of the steel. The background material must be taken into account when assessing the surface smoothness of the powder coated article.

### 3. **Significant surface.** These are defined by the customer in writing using drawings and or representative samples. They are the important surfaces for appearance and serviceability of the item.

### 4. **Design requirements** BS EN ISO 12944-3:2017 details design considerations for painted items, including: Edges. Must be rounded or chamfered. Water traps. Design should avoid water traps. Gaps. Small gaps may not be coated inside. Avoid gaps or holes that are less than 3mm or the width is < the depth. Welding. Welds are porous and can affect coatings. Welds that are galvanized will show through the galvanized surface and can't be ground smooth without removing all the protective zinc. Hollow sections. Must be vented to allow flow of zinc or pre-treatment chemicals. Notches. Must be incorporated into stiffeners or webs of items to be galvanized to allow free flow of zinc.

5. **Fettling of galvanized steel.** Unless specified all fettling or smoothing of the surface of galvanized steel will be limited to mating faces and significant faces as agreed before the contract begins. Fettling is not the complete smoothing of the surface, it is the removal of protruding lumps, spikes and dross.
  
6. **Other contract terms.** Sections from our general terms and conditions that are specific to the delivery of a contract are:  
Pricing. Section 2. Material dimensions. 3.1 to 3.4 and 3.7.  
Guarantees. 4.1 to 4.3, 4.7 to 4.14. Customer supplied material. Section 5.1 to 5.9  
Samples. 6.3 and 6.4. Low tack film 5.10 to 5.12. Turnaround. 6.6.