

PVD Coating and Test Equipment, Selling Terms and Conditions

1. CONDITIONS OF SALE

Unless otherwise agreed in writing the following Conditions of Sale shall apply to any contract made by Teer Coatings Limited for the sale of goods.

2. DEFINITIONS

In these Conditions of Sale:

- 2.1. "TCL" shall mean Teer Coatings Limited, the Company having its registered office at West Stone House, Berry Hill Industrial Estate, Droitwich, Worcestershire, WR9 9AS.
- 2.2. "Purchaser" shall mean the purchaser of the Equipment from TCL.
- 2.3. "Equipment" shall mean the equipment or services offered by TCL in response to the purchaser's expressed need for an undertaking or to perform a defined service.
- 2.4. "Quotation" shall mean TCL's formal quotation to the Purchaser in respect of the Equipment.
- 2.5. "Contract" shall mean the contract of sale effected between TCL and the Purchaser to which these Conditions apply

3. QUOTATIONS AND ORDERS

- 3.1. Quotations given by TCL shall not be deemed to constitute an offer by TCL to supply goods or services referred to therein and no order placed in relation to any quotation shall be binding unless and until it has been formally accepted by TCL in writing.
- 3.2. Quotations by TCL (which shall only be given in writing), unless otherwise stated, shall be open for acceptance only within 4 calendar months of the date of issue.
- 3.3. Verbal quotations will only be binding if confirmed in writing.
- 3.4. Orders are only valid in written format. The quotation number must be referenced on all orders.
- 3.5. Payment terms are as outlined in the quotation.
- 3.6. If the customer fails to make any payment on the due date then, without prejudice to any other right of remedy available to TCL, TCL shall be entitled to charge the customer a finance charge on the amount unpaid at the rate of 2% per calendar month until payment is made in full.
- 3.7. Insurance risk of goods shall pass to customer on delivery.
- 3.8. Ownership of goods will remain with Teer Coatings until payment is made in full.

4. PRICE

- 4.1. The price of the Equipment is that specified in the Quotation and, unless otherwise stated in the Quotation, does not include packing, shipping or insurance. Local taxes are excluded and shipping, carriage and insurance are charged extra.
- 4.2. All prices are quoted in pounds Sterling (GBP)

5. CANCELLATION PENALTIES

If the Purchaser subsequently cancels an order which has been formally accepted, TCL reserves the right to apply the following cancellation charges:

- 5.1. If cancellation takes place within one week of formal acceptance by TCL the charge will amount to 20% of the contract value;
- 5.2. If cancellation takes place after one week but within four weeks of formal acceptance by TCL the charge will amount to 50% of the contract value;

5.3. If cancellation takes place more than four weeks after formal acceptance by TCL the charge will amount to 90% of the contract value.

6. FACTORY ACCEPTANCE

- 6.1. At the Purchaser's request, and subject to written confirmation, TCL may make the completed equipment available at TCL's premises for the evaluation of the Equipment's performance by the Purchaser and/or its authorised agent(s).
- 6.2. At the Purchaser's request, and subject to written confirmation, TCL may provide training on the completed equipment at TCL's premises for an agreed number of the Purchaser's employees or authorised agent(s).
- 6.3. For the avoidance of doubt, any failure by the Purchaser and/or its employees or authorised agents to attend and complete such an agreed evaluation and/or training in a timely manner and in compliance with TCL's reasonable requests shall release TCL from its responsibilities relating to such evaluation and/or training.
- 6.4. Following evaluation of equipment and/or training on said equipment at TCL's premises, TCL will require the Purchaser and/or their authorised agent(s) to acknowledge their participation by completing a declaration of preliminary acceptance and/or a record of their training, as appropriate. The Purchaser and/or their authorised agent(s) will have the opportunity to note any perceived discrepancies on the form, however their failure to complete the relevant form on request shall be deemed to signify that there were no deficiencies the evaluation of the equipment and/or training and shall release TCL from its responsibilities relating to such evaluation and/or training.

7. DELIVERY, PACKAGING, TRANSPORTATION, INSURANCE AND STORAGE

- 7.1. Unless otherwise stated in the Quotation, TCL shall deliver the Equipment to the Purchaser. Risk shall pass to the Purchaser on such delivery.
- 7.2. On delivery, the Purchaser shall arrange adequate insurance for the Equipment until the agreed price has been paid.
- 7.3. If requested by the Purchaser, TCL will arrange, on behalf and at the expense of the Purchaser, transportation and transit insurance for the Equipment in accordance with the Purchaser's instructions and, if no such instructions are received by TCL, then in accordance with normal trade practice.
- 7.4. If, after completion of the Equipment, the Purchaser fails to take delivery of the Equipment or to give TCL adequate instructions for its despatch, then TCL may arrange for storage and insurance of the Equipment at the expense of the Purchaser, and delivery will be deemed to have been made.
- 7.5. Times agreed for completion / delivery shall run from acceptance of the Contract or from the receipt by TCL of all information necessary to proceed with the work, whichever is the later.

8. INSTALLATION & COMMISSIONING

- 8.1. If requested by the Purchaser, and as stated in the Quotation, TCL will arrange the installation and commissioning of the equipment at a suitable location of the Purchaser's choice. Unless stated in the Quotation, the cost of such installation and commissioning works, including necessary travel and subsistence, shall be at the Purchaser's expense.
- 8.2. TCL's responsibilities in relation to the installation of equipment shall be strictly limited to establishing the requisite internal connections and physical arrangements within said equipment. TCL's employees may also, at their discretion, assist the

Purchaser and/or their agent(s) in establishing connections to the requisite utilities and services.

- 8.3.** If TCL is unable to perform the requisite actions in relation to the installation and commissioning of the equipment because of the failure of the Purchaser and/or their agent(s) to position the equipment in the appropriate location and/or to supply the requisite services, facilities and support personnel, then TCL shall automatically be deemed to have fully discharged its associated responsibilities.
- 8.4.** Connection of the equipment to the electricity supply of the customer will always be performed by the purchaser or his agent.

9. TRAINING

- 9.1.** If requested by the Purchaser, and if stated in the Quotation, following the installation and commissioning of the equipment at the Purchaser's specified location, TCL will arrange the training of an agreed number of the Purchaser's employees and/or their agent(s) in the operation of the equipment. Unless stated in the Quotation, the cost of such training, including necessary travel and subsistence, shall be at the Purchaser's expense.
- 9.2.** If TCL is unable to perform any requisite training because of the failure of the Purchaser and/or their agent(s) to make the commissioned equipment and the necessary supporting services available, and to participate in the training in a timely and cooperative manner, then TCL shall automatically be deemed to have fully discharged its associated responsibilities.
- 9.3.** Following commissioning of the equipment and/or training on said equipment at the Purchaser's specified site, TCL will require the Purchaser and/or their authorised agent(s) to acknowledge the satisfactory operation of the equipment and, where appropriate, the satisfactory completion of their training in the operation of the equipment, by completing a written declaration of final acceptance and, where appropriate, a record of their training.. The Purchaser and/or their authorised agent(s) will have the opportunity to note any perceived discrepancies on the form, however their failure to complete the relevant form on request shall be deemed to signify that there were no deficiencies in the supply and operation of the equipment and, where relevant, the associated training and shall finally discharge TCL's responsibilities relating to the supply of the equipment and any associated services.
- 9.4.** For the avoidance of doubt, acceptance of the Contract by TCL shall not occur until any initial payment, as specified in the Quotation, has been received in full by TCL.
- 9.5.** Any damage to equipment as a result of transit must be reported within 48 hours, failure by the Purchaser to comply with this will relieve TCL of any responsibility in relation to such damage.
- 9.6.** Any failure by the Purchaser to comply fully with the terms of the Contract shall invalidate the originally agreed delivery date. Any subsequent revision of the delivery date shall only be binding on TCL if agreed in writing.

10. WARRANTY

- 10.1.** All equipment manufactured by Teer Coatings Ltd is guaranteed against defective workmanship for 12 months, 'bought in' items assembled onto units are covered under manufacturers warranty for a 12 month period
- 10.2.** Warranty is invalid if final payment not received as per quotation.
- 10.3.** Any modifications made to the system by the customer without the written permission of TCL will invalidate the warranty.

- 10.4. Any misuse of the equipment will invalidate the warranty.

PVD Coating Service, Selling Terms and Conditions

11. CONDITIONS OF SALE

These terms and conditions apply to all commercial transactions related to PVD coating of tools, parts or components by Teer Coatings Ltd. "PVD Coating" refers to and includes all coating and associated processes carried out by Teer Coatings on goods or components supplied by the Customer or his agent.

12. QUOTATIONS, PRICES, ORDERS AND PAYMENT

- 12.1. Quotations by Teer Coatings (which shall only be given in writing), unless otherwise stated, shall be open for acceptance only within 2 months of the date of issue.
- 12.2. Quotations given by TCL shall not be deemed to constitute an offer by TCL to supply services referred to therein and no order placed in relation to any quotation shall be binding unless and until it has been formally accepted by TCL in writing.
- 12.3. Verbal quotations will only be binding if confirmed in writing. Payment terms are as outlined in the quotation.
- 12.4. Prices exclude freight, insurance, delivery charges, VAT, certification and other taxes and duties unless otherwise stated in the quotation.
- 12.5. Orders are only valid in written format. Verbal quotations will only be binding if confirmed in writing.
- 12.6. A minimum order charge of £100 (100 GBP) applies to each standard coating type and to all orders. Details on what constitutes our standard coatings are available on request.
- 12.7. The quotation number must be referenced on all orders.
- 12.8. All prices are quoted in pounds Sterling (GBP) unless otherwise stated in the quotation. Price excludes delivery and VAT.
- 12.9. Any coatings supplied on a free of charge basis exclude delivery costs which will be charged to the customer.
- 12.10. All orders will normally be processed in 5 to 7 working days (Production Coatings Department) or 1 to 2 weeks (Special Coatings Department), unless otherwise stated on the quotation.
- 12.11. Premiums will be charged for 24 or 48 hour turnaround and additionally if the premises are required to be open outside of our normal working hours, i.e. a weekend.
- 12.12. Payment terms require all invoices to be paid within 30 days of the invoice issue date.

13. PARTS FOR COATING

- 13.1. Items to be coated are to be supplied in a clean condition. Items for coating must be free of rust, oxide residues, burrs, burn marks, heat treatment scales or other surface contaminants that cannot be easily removed using our standard degreasing or cleaning processes.

- 13.2. Any prior surface treatments applied to substrates must be notified to us in writing as these may affect our ability to successfully deposit onto the items. Steam tempered substrates are unacceptable for processing.
- 13.3. Any additional surface preparations or cleaning that may be required to allow successful coating will be charged at an extra cost to the customer (with prior agreement).
- 13.4. Substrate material and all masking or fixturing requirements must be identified at the time of quotation.
- 13.5. Teer Coatings will not accept liability for a poor coating resulting from incorrect or incomplete information supplied.
- 13.6. Teer Coatings reserves the right to reject any parts for coating which are deemed to be unfit or unsuitable.

14. DELIVERY

Teer Coatings will use the most appropriate method for delivery of coated parts, unless a specific method for delivery is requested by the customer at time of order in writing. Shipping costs will be charged at cost to the customer, unless otherwise stated.

If the customer requires specific shipping cover for loss or damage of higher value items (e.g. over £1000) then please make this known in writing (i.e. on the Purchase Order) when placing the order. If this is not instructed at this time then Teer Coatings may not be held liable for the full value of the goods.

15. PACKAGING

Wherever possible, the original packaging that parts are delivered to Teer Coatings in will be re-used for delivery of coated parts. We ask that customers help us to reduce waste by providing, where possible, reusable packaging that will be suitable for returning the coated parts in.

16. LIABILITY

- 16.1. Teer Coatings liability shall be limited in respect of any article to the contract price for processing the same. Teer shall not be liable for any loss of profits or loss of contracts or loss of use for any indirect or consequential loss or damage whatsoever.
- 16.2. Teer Coatings are approved to international quality standard ISO 9001 and will always in good faith attempt to fulfil the Customer's specification for the coating of the goods. Teer accepts no responsibility for the suitability of the coating for the purpose intended by the Customer, whether such purpose was communicated to the Company or not, or for any loss, damage or claim arising out of non-suitability of the coating.
- 16.3. Any claim that any goods have been delivered damaged, not of the correct quantity, or have been incorrectly coated shall be notified by the Customer to Teer within 3 days of their delivery to the Customer.