



## **HERRINGTON INDUSTRIAL SERVICES LTD.**

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### **GRITBLASTING, METAL SPRAYING & APPLICATIONS OF SPECIALISED COATINGS**

#### **TERMS & CONDITIONS**

1. No binding contract shall be created in pursuance of this quotation or of any order or enquiry placed with us unless and until we give written notice of acceptance of your order.
2. The price quoted is based upon costs prevailing at the date of this quotation and we reserve the right to vary such price at any time by the amount of any increase or decrease in the cost of labour, materials or transport arising after that date and also is subject to Government regulations in force at the time.
3. We regret that we cannot accept any responsibility whatsoever for any failure of or delay in the performance of this contract arising from any circumstance whatsoever beyond our reasonable control or from any strike, lockout, weather conditions, shortage of material, breakdown of plant, equipment or vehicles, howsoever caused.
4. Unless and to the extent that the quotation specially provides to the contrary it is given on the basis that you will:
  - (a) Prepare clean and dry all surfaces to our satisfaction prior to the application to the specified materials.
  - (b) Supply and maintain all necessary access and facilities including ladders, staging, cranes, electricity, compressed air, cover for work lights and other services together with adequate ventilation in confined spaces as may be required for the proper carrying out of this contract.

We regret that we cannot accept any responsibility whatsoever for any defect attributable to failure to perform any obligation falling upon you under this clause.
5. Paint thicknesses where applicable will be measured using shims of a known thickness (certified) measured over a smooth, machine-finished surface as the test substrate.
6. Thickness readings are undertaken in line with BS 5393 and therefore deemed to be nominal unless stated as a minimum on the quotation.
7. Machined areas are to be masked off by the client prior to delivery to our works unless otherwise agreed.
8. Inspection: Client inspection to be carried out at our works and goods then released from our works, i.e. inspections on site after delivery will not be accepted and should a site visit be requested this will be charged at our standard rate.
9. We undertake to use our best endeavours to ensure that all materials and workmanship used are of good quality and strictly in accordance with the specification under this contract and in the event of any defect in workmanship arising solely through any fault of ours we hereby undertake to make good such workmanship on condition that the defect is notified to us, in writing, and be made to us within 28 days of the execution of the work. This guarantee is given in lieu of any conditions, warranties or other obligations either express or implied by law or otherwise.
10. Our liability under this contract shall be limited solely to such replacement or making good such workmanship as stated above and we regret that in no circumstances whatsoever can we accept any further liability for any consequential or other loss or damage of any kind however arising, including particularly any claims of transport, standing time, or by any other contractor or sub-contractor or any claim arising under any other contract whether we are informed of it or not.
11. Our prices based on a continuity of work and if performances is held up or delayed through no fault of ours, we reserve the right to raise against you any standing charges that are incurred at our ordinary day work rates.
12. Any queries regarding invoices submitted for contracts carried out by us should be notified to us in writing within seven days of the date of invoice.
13. Any conditions contained in your order which are in any way inconsistent with the above shall not apply to any order accepted by us unless expressly agreed to by us in writing when accepting your order.
14. This contract shall be governed and interpreted by English law and the English courts alone shall have jurisdiction in connection with this contract.
15. If payment is not made with 30 days of the month end following our invoice date, we reserve the right to charge current bank rate plus 1% on all monies outstanding unless otherwise agreed in writing.
16. We are not responsible for the loss of, or damage to, any client goods, including those being worked upon whilst the goods are at our premises regardless of the cause, whether arising out of our negligence or causes outside our control. We would expect clients to insure their goods themselves. If you wish us to take over responsibility for your goods and arrange insurance, you must specifically request this from us.
17. Acceptance of our quotation constitutes acceptance of our conditions.

