In these Conditions:

- **The Company** means The Company carrying out the Contract
- **Contract** means any contract formed between the Company and the Customer for the application of finishing services
- **Customer** means the person firm or company placing any order with the Company for finishing services
- **Goods** means the goods (or any part of them) to which finishing is to be applied by the Company pursuant to the Contract

References herein to finishing and finishing services shall be deemed to include (but not be limited to) finishing, any associated processes and any other treatment or process applied by the Company.

1. General

(a) Unless otherwise expressly agreed in writing by a director of the Company these Conditions are the only terms on which the Company accepts any order or Goods for finishing. These Conditions apply to all orders, whether or not these Conditions were specifically referred to at the time of ordering, to the exclusion of any such terms and conditions including any contained in an acceptance of a quotation, a form of order or any other document issued by the Company. Delivery of the Goods to the Company or collection of the Goods by the Company (as the case may be) shall be deemed to be conclusive evidence of the Customer’s acceptance of these Conditions.

(b) The Company and the Customer acknowledge that the terms and conditions herein have been given due consideration and that they are considered fair and reasonable by both parties.

2. Quotations and Order

(a) Unless previously withdrawn the Company’s quotations are only open for acceptance within three months from the date thereof and without giving of sight of the Goods are provisional only.

(b) Each order placed by the Customer for finishing by the Company shall be deemed to be an offer by the Customer to purchase finishing services subject to these Conditions.

(c) Without prejudice to condition 2(a) below, any representations and binding upon the Company must be specifically agreed to in writing by the Company.

(d) The Customer acknowledges that save in the circumstances provided for in condition 2(c) above no representation whether oral or in writing has been made by any of the Company’s agents representatives or employees which has led the Customer to enter into the Contract.

(e) Specifications, descriptions and illustrations contained in the Company’s catalogues, brochures or other advertising materials in whatever form, whether hand copied format, electronic format or otherwise, are intended to give only a general idea of the services concerned and the possible result of any finishing and none of these shall form any part of the Contract or form any warranty or representation by the Company.

(f) The Company may by giving notice to the Customer at any time up to receipt of the Goods by the Company for finishing increase any price quoted to reflect any increase in the cost of finishing which is due to any increase in cost of labour, materials or other manufacturing costs and transport costs.

(g) Unless otherwise stated prices are exclusive of VAT.

3. Ownership

The Customer hereby waives that it is either the owner of the Goods delivered to or accepted by the Company for finishing or that it is authorised by such owner to accept these Conditions on such owner’s behalf.

4. Transportation of Goods

(a) If the price quoted by the Company includes transport of the Goods to and from the Company the Company will arrange transport by whatever method the Company considers appropriate (which may be transport by a third party carrier, rather than by the Company). The Goods will be at the Customer’s risk during such transport.

(b) If the price quoted does not include transport of the Goods to and from the Company the work will be undertaken at the Company’s and not at the Customer’s risk and expense.

(c) The Customer shall be responsible for the safe packing of the Goods delivered to the Customer by the Company. If the Goods are returned to the Company in any way other than by the Company then the Customer shall incur all risks and costs associated with such return.

(d) The Customer shall enable the Company to carry out the work in hand. In the event of suspension of work on the Goods at the Customer’s request then the time for completion shall be extended by a reasonable period if completion of the finishing is delayed by the nature or lack of instructions from the Customer.

5. Variation in Prices

(a) In the event of suspension of work on the Goods at the Customer’s request or through the inadequacy or inaccuracy of the Customer’s instructions, any price quoted by the Company may be increased to cover any additional costs or expenses incurred by the Company as a result thereof.

(b) If the Customer does not indicate to the Company plainly and correctly the type of Goods, including the make, brand, and grade of Goods to which finishing is to be applied and/or to fail to give to the Company correct and complete instructions as to the finishing, including any variation or modification to the order requested by the Customer after the date of the Contract, the whole or any part of the finishing (unless agreed) will cease to apply.

(c) The Customer shall be liable for all costs charges and expenses whatsoever in connection with the opening, advising, confirmation, negotiation and operation of any letter of credit, the transfer of cash to the Company and the release of any shipping documents.

(d) The cost of any variation or modification to the order requested by the Customer after the date of the Contract shall be for the account of the Customer.

6. Unsuitability of Goods for Metal Finishing

It shall be the Customer’s responsibility to ensure that the Goods are suitable for finishing. However, if at any stage the Company in its sole discretion considers that the Goods are unsuitable for finishing (or, if finishing has begun, for further finishing) in accordance with the Company’s quotation otherwise, the Company will advise the Customer as soon as it is reasonably practicable and shall be entitled to discontinue finishing forthwith. The Company shall thenupon notify the Customer of the unsuitable nature of the Goods and its reasons for such unsuitability of the finishing and the Customer shall pay the whole or any part of the finishing (including all costs including loss or profit, loss of business or loss of use of processing lines suffered by the Company as a direct or indirect result thereof).

7. Cancellation of Work

Any time quoted for completion of the Contract are to be treated as estimates only. This Company shall not be liable for any loss (including loss of profits, damages or expenses arising directly or indirectly out of any delay in delivery or failure to complete the Contract within such time, even if caused by Company’s negligence) and shall be entitled to discontinue work forthwith. The Company shall thenupon notify the Customer of the unsuitable nature of the Goods and its reasons for such unsuitability of the finishing and the Customer shall pay the whole or any part of the finishing (including all costs including loss or profit, loss of business or loss of use of processing lines suffered by the Company as a direct or indirect result thereof).

8. Sub-Contracting

The Company may sub-contract the whole or any part of the finishing (unless specifically instructed otherwise in writing by the Customer) at any time to the Company’s discretion and the Company may also store all or any part of the Goods on premises other than the Company’s premises.

9. Force Majeure

If the Company is in any way prevented from or delayed in performing any of the Company’s obligations under the Contract by reason of decisions or acts of war, strike, lockout or other industrial dispute or trouble, or by any act or omission of the Company, or the Government or any other authority, war or threat of war, fire, explosion, material damage to or failure of plant and equipment, severe weather conditions, materials shortages or inadequacies, interruption or reduction in communications or means of transport, power or utilities failure, failure or delay in obtaining materials required for finishing, illness, accident, lock-out, riot or other cause beyond the Company’s reasonable control, or by any act of God (including natural disaster, fire, flood, drought or epidemic), war, terrorism, threats of terrorism, acts of war, or any event which cannot be avoided by the Company even with due diligence and all other similar events (collectively, ‘Force Majeure’), the Company shall have no liability for such failure to perform its obligations under the Contract or for such delay, if the period for performance of the Contract is extended as a result of such suspension by more than one month the Contract may be terminated (as regards any Goods which have not undergone finishing) by either party by written notice to the other. In the event of any Force Majeure the Contract will be without prejudice to the Company’s rights to require the Customer to take delivery of and/or collect any Goods and to pay for the finishing of such Goods which are or may be available for delivery and/or collection and without prejudice to any rights which may have accrued to either party prior to the date of such termination. Furthermore, if the Company is unable to meet the demands of all customers as a result of any such event the Company may allocate the available capacity for finishing Goods among such customers as the Company in its absolute discretion considers fit and without incurring any liability whatsoever to any customers of the Company.

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STANDARD CONDITIONS FOR WORK AND SERVICES PROVIDED BY THE FINISHING INDUSTRY

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10. Payment Terms

(a) Unless otherwise agreed in writing, payment in full of all sums due under the Contract shall be made in pounds sterling (or such other currency as the Company may specify) within 30 days following the date of notification to the Customer that the finished goods have been completed (where the price includes transport) of delivery of the Goods following delivery to the Customer.

(b) Time for payment shall be of the essence. Without prejudice to the Company's other rights and remedies, the Company reserves the right to charge interest thereon at the rate of 4% per annum above the base rate from time to time and shall accrue from day to day on all overdue payments (as well as before and after judgement).

(c) Any payment due under the Contract shall be made in full without any deduction whether by way of set off, counterclaim or otherwise unless otherwise agreed by the Company in writing or unless the Perfect Order - the term for the number of Goods ordered or required, as the case may be - is cancelled or any other contract is varied or cancelled by reason of the Goods infringing any copyright or other intellectual property right of the Customer or any third party.

(d) If the Company specifies that payment will be made by letter of credit, the Customer must establish in the Company's name an unconditional letter of credit with or confirmed by a bank satisfactory to the Company. No delivery or collection of Goods will be made until the letter of credit has been opened and the Company is satisfied with all arrangements relating thereto. If for any reason the bank is liable to make payment to the Company under any letter of credit established for that purpose, it shall do so at the Company's option and shall not be liable for the payment of the Goods.

(e) Each Contract shall be deemed satisfied by the Company being satisfied as to the Customer's credit status both prior to and during the period of the Contract. If the Company becomes dissatisfied with the Customer's credit status at any time, the Company may suspend performance of the Contract or withhold delivery until the Customer satisfies the Company as to the Customer's creditworthiness or gives the Company such security as the Company shall deem appropriate.

11. Duties and Responsibility

(a) The Customer is reminded of the associated hazards and effects of finishing, including (but not limited to) distortion, thread damage, overprocessing, chemical attack to base material, oven failure, mechanical damage during making or finishing, electrical arcing during processing, embrittlement of high tensile steels and contamination of Goods in bulk processing. The Company hereby acknowledges that the Contract is entered into in full knowledge awareness of the Customer's ability to carry out processing.

(b) The Company warrants that it will carry out its obligations under the Contract with reasonable care and skill. This warranty shall be the only warranty given in respect of such obligations. All other warranties are hereby expressly excluded and shall be deemed omitted herefrom and the validity and/or enforceability of the remaining provisions of this Contract shall not in any way affect its validity or enforceability.

(c) Subject to condition 11(b) the Customer shall not in any event be liable for any breach of the warranty given in condition 11(b) above or for any breach of the Contract or breach of statutory duty or tort (including but not limited to negligence) misrepresentation or otherwise including, without limitation, the cost or expense was caused by, relates to or arises out of or in connection with the Customer’s assets or tools used or intended to be used for the purposes of the Contract.

(d) The Customer shall be entitled to terminate the Contract or any other contract with the Customer pursuant to the Contract are supplied in confidence. The Customer shall keep the information confidential and shall (save as required by law or unless the same is already in the public domain other than as a result of the default of the Customer) disclose the same to any third party without the Company's prior written consent. The Company will be entitled to suspend the Customer's right to enter into any further processing contract with the Customer for a period of 14 days if the Customer is in breach of any of the provisions of the Contract.

12. Indemnity by Customer

(a) The Customer shall indemnify and keep indemnified the Company in full and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal expenses on an indemnity basis) awarded against or incurred by the Company or any of its employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, costs and expenses (including legal expenses on an indemnity basis) are caused by reason of the Goods or by the failure or delay by the Company in asserting or exercising any such rights or remedies.

13. Jigs or Tooling

Any jigs or tools made by the Company for the purpose of the Contract shall remain the property of the Company and the Customer undertakes that it will not copy or make use of the same for the benefit of itself or any third party without the Company's prior written consent.

14. Lien

The Company shall in respect of all sums due or owing from the Customer under the Contract or any other contract between the Company and the Customer, whether by way of set off, counterclaim or otherwise unless otherwise agreed by the Company in writing, retain a general lien on all Goods and property of the Customer in the Company's possession (although finishing of such Goods or some of them may have been paid for) and shall in addition have a lien on any other property or materials and work or services similar to or designed to achieve the same results as the work or services provided under this Contract.

15. Confidential Information

All specifications, drawings, technical descriptions and details of finishing (hereinafter called 'the information') submitted with the Company's quotation or used by the Customer or the Company in the course of the Contract shall be treated as confidential and in particular the information shall not be used for the benefit of any third party.

16. Termination

(a) The Customer shall have the ability to terminate the Contract immediately by giving the Company notice to that effect and thereafter in the case of defects which are reasonably obvious on inspection and in any event within 6 months of delivery.

17. Severability

If at any time one or more of these Conditions (or any part thereof) is held to be void or becomes void or otherwise unenforceable for any reason at law the same shall be deemed to be severed herefrom and the validity and enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

18. Waiver

The rights and remedies of the Company under the Contract shall not be diminished weakened or extinguished by the granting of any indulgence forbearance or extension of time or by the failure or delay by the Company in asserting or exercising any such rights or remedies.

19. Notices

Notices to be served hereunder shall be in writing and sent by post, e-mail or fax to either party at the last known address of the other. Notices shall be deemed to be served by post 5 working days after posting and by e-mail or fax, when received.
20. **Applicable Law**
The Contract and these Conditions shall in all respects be construed in accordance with and be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

21. **Environmental Impact**
The Customer acknowledges that the Company operates in accordance with the requirements of ISO14001. The Company therefore encourages all its Customers to minimise the adverse environmental impact of their activities.