



Surface Finishing Equipment Group

Surface Finishing Equipment Group incorporating Abraclean Ltd, Hogg Blasting & Finishing Equipment Ltd, and Ercon Finishing Systems Limited

TERMS & CONDITIONS OF SALE - SD4

All quotations made, contracts undertaken, and supplied goods are subject to the following terms and conditions.

1. INTERPRETATION

In these Conditions:

- 1.1. "SFEG" refers to **Surface Finishing Equipment Group Ltd** (co. reg. 06948768) and companies within this group i.e. **Hogg Blasting & Finishing Equipment Ltd** (co. reg. 06348827) at 10 Armstrong Road, NE37 1PR. **Abraclean Ltd** (co. reg. 01404968) at Ann Street, SK5 7PP, and **Ercon Finishing Systems Limited** (co. reg. 02241725) at Willenhall, WV13 2JW.
- 1.2. "Buyer" is the person, firm, company, or person representing the company who accepts SFEG quotation or whose order is accepted by SFEG.
- 1.3. "Conditions" are these conditions of sale and (unless the context otherwise requires) includes any special terms on the face of SFEG quotation or acceptance of the Buyer's order.
- 1.4. "Contract" is the contract for the purchase and sale of the Goods and/or supply of services.
- 1.5. "Goods" are the goods and or services which SFEG is to supply or has supplied.

2. BASIS OF THE SALE

- 2.1. Subject to SFEG quotation, all Goods are sold and services supplied are subject to these Conditions to the exclusion of any other terms and conditions.
- 2.2. In the event of a conflict between SFEG Terms & Conditions Of Sale Of Goods and the Buyer's terms & conditions of purchase then the former shall prevail.
- 2.3. No variation to these Conditions shall be binding unless agreed in writing by SFEG.
- 2.4. SFEG employees or agents are not authorised to make any representations unless confirmed in writing. The Buyer acknowledges that it does not rely on, and irrevocably waives any claim it may have for damages for or the right to rescind the Contract for any such representations which are not so confirmed (unless such representations were fraudulently made).
- 2.5. Any advice or recommendation given by SFEG or its employees or agents to the Buyer or its employees or agents which is not confirmed in writing by SFEG is followed or acted upon entirely at the Buyer's own risk and SFEG shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by SFEG shall be subject to correction without liability on the part of SFEG.

3. ORDERS AND SPECIFICATIONS

- 3.1. Quotations are valid for 60 days only. No order submitted by the Buyer shall be deemed to be accepted by SFEG unless and until confirmed in writing by SFEG.
- 3.2. All orders against a quotation are subject to SFEG final acceptance.
- 3.3. The Buyer is responsible for ensuring the accuracy of the terms of any order and for giving SFEG any necessary information within a sufficient time to enable SFEG to perform the Contract.
- 3.4. The quantity and description of and any specification for the Goods or services shall be those set out in SFEG quotation (if accepted by the Buyer) or SFEG acceptance of the Buyer's order.
- 3.5. All terms of quotation are subject to alteration without notice unless otherwise expressly stated.
- 3.6. SFEG reserves the right to make any changes in the specification of the Goods (including materials and components) which are required to conform with any applicable law or, which do not materially affect their quality or performance.
- 3.7. An order once accepted by SFEG may only be cancelled with written agreement and the Buyer shall indemnify SFEG in full against all loss including loss of profit, costs (including labour and materials) and damages incurred by SFEG.

4. DRAWINGS AND SPECIFICATIONS

- 4.1. Any specifications or drawings supplied remain SFEG sole property and are subject to recall at any time before SFEG quotation is accepted. Any drawings supplied are not to be used for construction purposes. Where SFEG quotation includes a drawing reference, copy of any approved prints or equipment data sheets, these must be signed by the Buyer and must accompany the equipment purchase order.
- 4.2. Before signing the prints the Buyer shall check equipment size, location of building, and all interferences as shown on the prints and note clearly and comprehensively any changes or interferences on the prints.
- 4.3. If Goods are to be made or any process is to be applied in accordance with a specification, drawing or design submitted by the Buyer, the Buyer shall indemnify SFEG against all loss, damages, costs and expenses awarded against or incurred by SFEG in connection with or paid or agreed to be paid by SFEG in settlement of any claim for infringement of any third party rights which results from SFEG use of such material.
- 4.4. If any claim is made against the Buyer that the Goods supplied or their proper use infringe the intellectual property rights of any other person, SFEG shall indemnify the Buyer against all damages, costs and expenses awarded against the Buyer in connection with the claim provided that:
- 4.4.1. SFEG is given full control of any proceedings or negotiations in connection with any such claim;
- 4.4.2. the Buyer shall pay to SFEG all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 4.4.3. without prejudice to any duty of the Buyer at common law, SFEG may require the Buyer to take such steps as SFEG may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which SFEG is liable to indemnify the Buyer under this condition.

5. PREPARATION OF SITE

- 5.1. The Buyer shall obtain all necessary licenses, permits and permissions.
- 5.2. The Buyer shall clear the site for installation and make it ready for the reception of the Goods. The Buyer shall keep the site free from water, debris and obstructions, and make required alterations to buildings and other equipment if required for the proper clearance and support of the Goods.
- 5.3. The Buyer shall ensure that SFEG shall not be delayed by the operations of others (including the Buyer) or the Buyer's failure to provide the conditions and facilities required. If such delays cause extra visits by SFEG, these will be charged in addition.
- 5.4. The Buyer shall, at its own risk, unload the Goods and store them close to the point of erection, provide safe and convenient storage room for tools and materials, provide adequate work room for SFEG personnel, give proper care to and provide insurance against loss by fire and theft for all materials and equipment prior to, during and after installation.

6. INSTALLATION LIABILITY

- 6.1. The Buyer shall provide the necessary foundations required, carry out cutting away and making good, and grouting in foundation bolts etc, and will provide a level concrete floor for the plant of adequate strength. The Buyer shall be entirely responsible for the exact location of the Goods to meet the Buyer's requirements.
- 6.2. All gas, water, electrical and compressed air services (including interconnecting wiring) shall be provided by the Buyer. All building work such as cutting holes etc for stacks to be undertaken by the Buyer.
- 6.3. If SFEG undertakes any of the work detailed in the previous paragraphs to complete installation, such work shall be charged in addition and SFEG shall not be responsible for any consequential damage.

7. PLANT ACCEPTANCE / TAKING OVER

- 7.1. The Goods shall be deemed to have been accepted at the earlier of:
- 7.1.1. When installation has been completed and the Goods have passed or are deemed to have passed all tests provided for in SFEG proposal; or
- 7.1.2. One calendar month after the Goods shall have been put into use.
- 7.2. The time of acceptance shall not be delayed because of additions, minor omissions or defects which do not materially affect the use of the Goods or if the Buyer is preventing SFEG from completing the Contract.

8. PRICE

- 8.1. The price shall be SFEG quoted price (or if a quoted price is no longer valid), the price stated in SFEG acknowledgement of order.
- 8.2. All prices are ex works. i.e. exclude carriage to Buyer's site,
- 8.3. SFEG may, by giving notice to the Buyer at any time before delivery, increase the price to reflect any increase in the cost to SFEG which is due to any factor beyond the control of SFEG.
- 8.4. Products supplied may be charged at the prices ruling on the date of dispatch, irrespective of the date of Buyer order.
- 8.5. All prices quoted are exclusive of Value Added Tax and other taxes or duties unless specifically stated.
- 8.6. Goods for export will be packed in good quality export cases at the Buyer's cost. Any special packing requirements of the Buyer will attract an additional charge. Packing for parcel post or air freight will be in an appropriately economic manner using cartons and/or parcels.

9. TERMS OF PAYMENT

9.1. Payment terms shall be made from the Buyer to SFEG strictly 30 days following the month of invoice, unless agreed otherwise. Or as stated in the SFEG Quotation, whichever is the sooner.

9.2. SFEG may recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed. The time of payment shall be of the essence of the Contract.

9.3. SFEG may charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8% above the base rate from time to time of Midland Bank plc until payment in full is made.

9.4 The Buyer indemnifies SFEG against all direct legal and other costs including but not limited to the cost of SFEG employees incurred in the recovery of payments, goods, or other sums, which become overdue for payment.

10. DELIVERY

10.1. The method of delivery shall be in accordance with SFEG quotation. The Buyer must obtain any import or export licenses required.

10.2. Although every effort will be made by SFEG to meet proposed delivery dates, any dates given for delivery of the Goods or provision of services are approximate only and SFEG shall not be liable for any delay or non-supply howsoever caused. Time for delivery or performance shall not be of the essence.

10.3. The Goods may be delivered in instalments. Each delivery shall constitute a separate contract and its supply is subject to the Buyers adherence to these Conditions. Failure of SFEG to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

10.4. The delivery of Goods may be cancelled or put on hold by SFEG if Buyer payments are not in due order.

10.5. If the Buyer fails to take delivery of the Goods or fails to give SFEG adequate delivery instructions within 14 days of their availability SFEG may:

10.5.1.1. store the Goods until actual delivery and charge the Buyer for the costs (including insurance) of storage; or

10.5.1.2. sell the Goods at the best price readily obtainable and (after deducting all storage, selling and other expenses) account to the Buyer for the excess over sums owing by the Buyer or charge the Buyer for any shortfall.

10.6. Where SFEG arranges forwarding of the Goods, the Buyer shall notify SFEG and the carrier in writing within 48 hours of delivery of any damage to the Goods or shortage in delivery.

10.7. The Buyer shall inspect the Goods on receipt and notify SFEG of any defects within 7 days of delivery failing which the Buyer shall be deemed to have accepted them. After acceptance the Buyer shall not be entitled to reject Goods. The Buyer shall not be entitled to reject the Goods for any defect or failure which is so slight that it would be unreasonable to reject them.

10.8. The quantity of any consignment of Goods as recorded by SFEG upon dispatch from SFEG place of business shall be conclusive evidence of the quantity received by the Buyer on delivery, unless the Buyer can provide conclusive evidence proving the contrary.

10.9. Any liability of SFEG for non-delivery of the Goods shall be limited to making good any agreed shortage, or replacing the Goods within a reasonable time, or issuing a Credit Note for the non-supplied Good against the invoice relating to the Goods.

10.10. Force Majeure -SFEG reserve the right to defer the date of delivery, or cancel the Contract, or any part of the Contract without liability to the Buyer, due to circumstances beyond reasonable control of SFEG such as governmental actions, fire, flood, national emergency, or war.

11. TITLE & RISK OF GOODS

11.1. Ownership of the Goods shall not pass to the Buyer until SFEG has received in full (in cash or cleared funds) all sums due to it in respect of :

11.1.1. The Goods; and ;

11.1.2. All other sums which are or which become due to SFEG from the Buyer on any account.

11.2. Until ownership of the Goods has passed to the Buyer, the Buyer must :

11.2.1. Hold the goods on a fiduciary basis as SFEG bailee;

11.2.2. Store the Goods (at no cost to SFEG) separately from all other goods of the Buyer, or any third party in such a way as they remain readily identifiable as SFEG property.

11.2.3. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods

11.2.4. Maintain the Goods in satisfactory conditions insured on SFEG behalf for their full price against all risks to the reasonable satisfaction of SFEG. On request the Buyer shall produce the policy of Insurance to SFEG, and;

11.2.5. Hold the proceeds of the aforementioned insurance, on trust for SFEG, and not mix them with any other money, or pay the proceeds into an overdrawn bank account.

11.3. SFEG may resell the Goods before ownership has passed to it solely on the following conditions.

11.4. Any sale shall be effected in the ordinary course of the Buyers business at full market value; and

11.5. Any such sale shall be a sale of SFEG property on the Buyers own behalf and the Buyer shall deal as a principal when making such a sale.

11.6. The Buyer accepts that the our clause of Right of Title as described in SFEG Terms and Conditions of Sale cannot be superseded by any subsequent Terms of Contract which may be presented by the Buyer including their Terms of Purchase and Buyers Purchase Order. The Buyer accepts upon opening a trading contract with SFEG that our Right of Title continues to be valid even when the Buyers Terms are signed by a member of SFEG & Sons.

11.7. The Buyer's right to possession of the Goods shall terminate immediately if :

11.8. The Buyer (being an individual) has a bankruptcy order made against them or makes an arrangement or composition with his creditors or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors, or the Buyer (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose or reconstruction or amalgamation or has a receiver and / or manager, administrator, or administrative receiver, appointed over its undertaking or any part thereof or a resolution is passed or a petition to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or otherwise takes the benefit of any legislation for the time being in force for the relief of insolvent debtors; or

- 11.9. The Buyer suffers, or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it fails to observe/perform and of his/its obligations under the Contract or any other contract between SFEG and the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- 11.10. The Buyer encumbers or in any way charges any of the Goods;
- 11.11. SFEG shall be entitled to recover any payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the SFEG.
- 11.12. The Buyer grants SFEG, its agents and employees an irrevocable license at any time to enter the premises where the Goods are or may be stored in, and inspect them, or where Buyers right to possession has terminated, to recover them.
- 11.13. Risk in the Goods shall pass to the Buyer when SFEG notifies the Buyer that the Goods are available for collection or when the Goods leave SFEG premises, whichever is the earlier.
- 11.14. Notwithstanding any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until SFEG has received in cash or cleared funds payment in full of all sums due under the Contract and all other contracts between the Buyer and SFEG (whether or not the sums due under those contracts are immediately due and payable). Until then the Buyer shall:
- 11.15. hold the Goods as SFEG fiduciary agent and bailee, and shall keep them separate from all other goods and properly stored, protected and insured and identified as SFEG property but may resell or use the Goods in the ordinary course of its business;
- 11.16. (provided the Goods are still in existence and have not been resold), SFEG may enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

12. WARRANTY

- 12.1. Where SFEG is not the manufacturer of the Goods, we will endeavour to transfer to the Buyer the benefit of any warranty or guarantee provided by the manufacturer of the Goods.
- 12.2. Note that any warranty covers defects in manufacturing and workmanship only, and is valid only when the Goods are installed, maintained, and operated in full accordance with Operators Manuals. Any maintenance must be done using genuine spare parts. Standard wearing parts are excluded from the warranty.
- 12.3. SFEG waives all liability for any damage that may directly or indirectly be caused to persons or property resulting from failure to comply with all the provisions in the instruction manual. In particular this regards failure to comply with warnings about placing, installing, operating and maintaining the appliance. The present guarantee does not contemplate any reimbursement for direct damages due to appliance downtime.
- 12.4. Guarantee coverage is only valid when any payments due to SFEG from the Buyer on any account are in due order.
- 12.5. Subject to condition 12.3, SFEG warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for 12 months from delivery.
- 12.6. The above warranty does not apply to any defect:
- 12.6.1. arising from any drawing, design or specification supplied by the Buyer;
- 12.6.2. arising from fair wear and tear, improper use, storage or installation or maintenance, failure to follow SFEG instructions (whether oral or in writing), or alteration or repair of the Goods without SFEG approval;
- 12.6.3. which is not immediately notified in writing to SFEG;
- 12.6.4. if any sum owing by the Buyer to SFEG has not been paid;
- 12.6.5. in items not manufactured by SFEG, when the Buyer shall only be entitled to the benefit of any such warranty as is given to SFEG by the manufacturer.
- 12.7. Subject as expressly provided in these Conditions, all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. LIABILITY

- 13.1. The following provisions set out SFEG entire liability whether arising in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation) or otherwise howsoever arising **AND THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CONDITION**
- 13.2. To the extent the law does not permit such liability to be excluded:
- 13.2.1. SFEG liability to the Buyer for death or injury resulting from its negligence shall not be limited;
- 13.2.2. SFEG accepts liability to the Buyer for damage to the tangible property of the Buyer resulting from the negligence of SFEG not exceeding £1,000,000 for any one incident or series of incidents arising from a common cause;
- 13.2.3. Save as otherwise expressly provided, SFEG entire liability shall be limited to damages of an amount equal to the price due under the Contract.
- 13.3.** Subject to condition 12.7.1 above, SFEG shall not be liable for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of special indirect or consequential loss (including loss or damage suffered by the Buyer as a result of a claim by a third party) even if such loss was reasonably foreseeable or SFEG had been advised of the possibility of the Buyer incurring the same.
- 13.4. SFEG shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SFEG obligations, if the delay or failure was due to any cause beyond SFEG reasonable control including (without limitation) flood, fire, accident, transportation delays, strikes, war or threat of war, sabotage, civil disturbance or governmental action, disruption of supplies or services
- 13.5. Save as otherwise expressly provided, the Buyer shall indemnify SFEG against any cost, claim, expense, loss or liability made by any person in connection with the Goods or their use.
- 13.6. SFEG recognise the millennium compliance requirements and all goods and/or services will adhere to DISC PD 2000-1, issued by the British Standards Institution. Please also refer to 12.4, under no further liability to the Buyer.
- 13.7. Although every effort will be made by SFEG to meet proposed delivery dates, any dates given for delivery of the Goods or provision of services are approximate only and SFEG shall not be liable for any delay or non-supply howsoever caused. Time for delivery or performance shall not be of the essence. SFEG shall not be responsible for any costs incurred by loss of production through any delays in delivery dates.

14. INSOLVENCY AND BREACH

14.1. If the Buyer fails to make any payment when due or breaches any provision of the Contract; or SFEG reasonably apprehends that the solvency of the Buyer may be in jeopardy SFEG may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. STANDARD OF COATING ATTAINED

15.1. The Buyer shall follow SFEG instructions on operation and maintenance. SFEG accepts no responsibility for unsatisfactory results due to use of coating materials not recommended in writing by SFEG or whose composition or quality when supplied is different from that tested by SFEG when giving its recommendation.

16. GENERAL

16.1. SFEG may assign its rights and obligations. The Buyer may not assign its rights and obligations.

16.2. Any notice shall be in writing addressed to the addressee at its registered office or principal place of business or such other address as may have been notified by the party giving the notice.

16.3. No delay or failure by SFEG in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by SFEG shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by SFEG shall be effective unless in writing.

16.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

16.5. These Conditions constitute the entire agreement between SFEG and the Buyer concerning the supply of the Goods and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

16.6. SFEG rights are cumulative and in addition to any rights available to it at common law.

16.7. The Contract shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

17. SAFETY, OPERATING AND MAINTENANCE INSTRUCTIONS

17.1. The Buyer shall make itself aware that the installation, operation, and maintenance of Goods should be carried out by qualified, and trained personnel, and in strict accordance with the Health Safety at Work Act policies, and Operator Manuals. If any Operator Manuals are lost or missing SFEG should be contacted immediately for further copies to be provided before operation of the Goods is continued.

18. EXCLUSIONS

The following are excluded from any Contract or Quotation, unless inclusion is specifically stated in writing. The additional cost of any exclusions can be quoted upon request :

18.1. Value Added Tax and other taxes or duties

18.2. Delivery Charge of the Goods to the Buyers premises.

18.3. Installation and Commissioning of Goods

18.4. Civil work e.g. clearance of installation site, including any overhead services, any necessary builders work to the installation area, etc.

18.5. The price quoted assumes clear and unimpeded access from the off load position to the installation position on a sound and level floor.

If is the Buyers responsibility to ensure that the floor is capable of withstanding any thermal and mechanical stresses imposed on it.

18.6. Mains services: The price quoted assumes prior provision and connection of all necessary main services by the Buyer for the Goods to operate correctly i.e. compressed air supply, gas supply, water supply, drainage, and electrical supply (electrical supply and connections to starter, wiring and connections between starter and fan, wiring connection between lights & electrical supply). In the event that services are not connected the Contract may be cancelled by SFEG and the Buyer is liable for any costs incurred. Any further visits to connect services can be chargeable per man including travelling time.

18.7. Replacement Air -The performance of any air extraction equipment is dependent upon the replenishment of an adequate volume of replacement air into the workplace. Air replacement systems can be quoted on request.

18.8. Weatherproofing -materials are supplied and fitted to provide a temporary weatherproofed wall seal. However, the above does not allow for return visits in the event that a total seal is not affected.

18.9. Positioning -The price quoted assumes the availability of necessary lifting gear such as a crane, or forklift, needed to position the equipment.

18.10. This quotation is based on uninterrupted access during normal working hours. Any work outside of this can be charged, as an extra at the relevant rate.

18.11. Regulations -The products quoted are designed to comply with the latest Health & Safety Regulations. However, it is the Buyer's responsibility to ensure that products and their installation comply with any local bylaws and regulations.

END