

# MALDON SHOT BLASTING & POWDER COATING TERMS AND CONDITIONS

**Please read.**

**As of the 1<sup>st</sup> January 2002 updated 04/01/2011.**

The following terms and conditions apply Maldon Shot Blasting will be MSB within this document.

- Vehicles are parked at owners own risk Personal possessions are left at owners own risk
- Unless escorted by a member of staff no members of the public or sales representative are allowed into any part of the MSB works premises, if you enter without permission it will be at your own risk. The showroom is the only part of the building members of the public or visitors are permitted.
- Goods are left at owners or agents risk, damage and or theft will not be covered by MSB..
- All prices quoted are subject to addition of VAT at the ruling rate.
- MSB is a V.A.T. registered company. Work **will not be undertaken** on a cash basis, all work will be issued with a vat invoice. Vat will be charged at the set rate.
- MSB reserve the right to refuse work.
- MSB reserve the right to remove clients using reasonable force if required from the building who in our opinion act in an unbecoming or threatening manner.
- Violence and foul language will not be tolerated and threats to members of staff or clients, this will be taken seriously and may be reported and dealt with by the police.
- Notwithstanding that an order/job has been placed/received Maldon Shot Blasting reserves the right to pass onto the purchaser/customer as an addition to the agreed price to be invoiced and paid in the same way any increase of materials or parts bought in by Maldon Shot Blasting for use in connection with the order/job which comes into effect after the date of acceptance of the order
- Extra work may be required to complete the job to a satisfactory finish. MSB would normally with permission of the client carry out such work; in the case where the client cannot be contacted then MSB reserve the right to carry out such further work and the client will be charged to complete the said work to a good standard.
- Shot blasting items will be at the risk of the client and MSB, although every care is we cannot be held responsible for any loss or damage during this process. In some cases where the item or items are not suitable for blasting and /or parts that may be damaged that have not been removed by the client before work commences a verbal warning of the possible risks and general damage will be given and sign the job sheet or verbally agree to the work being carried out. This is totally at the client's risk. Shot blasting is an aggressive procedure. All parts not to be shotblasted should be removed by the client.
- In the case of Aqua, bead or shot blasting any parts. This also is carried out at the client's risk. Once the process has been completed, the client should satisfy him/her self that all residue grit/media used within the process has been removed before re-assembly of any parts blasted.
- Unless otherwise stated transport delivery, delivery insurance and other further costs where applicable will be charged extra.
- All payments not received when payable will be considered overdue and remain payable by the customer together with the interest for late payment at 2% per month until payment.
- Goods not collected or paid for after a period of six months and one day shall be offered for sale to a third party to recover any losses suffered by MSB. Property of goods will not pass to the customer until the goods have been paid for in full together with any money and interest due
- The schedule despatch time is an estimate only and actual despatch may be earlier or later according to factors outside our control.
- Risk for loss or damage to goods passes to the customer at the time of despatch/hand over.
- Upon collection, we ask the client to check the goods and to make sure it is to their satisfaction. If the goods are not checked before leaving our premises then any fault found arising from transport or careless handling will not be rectified by M.S.B. Damage can be repaired at the clients cost.
- Warranties/guarantees are non-transferable on sale of said items. Unless first agreed with MSB.
- On any claim, a sales invoice for said goods must be produced at the time of claim.
- In cases when it is agreed that Maldon Shot Blasting will arrange transport and/or delivery and/or insurance of the goods from despatch nominated by the customer, it shall be deemed to do so as the customers or agent and subject to

its fulfilling its agency obligations shall have no liability towards the customer, in respect of such transport and insurance

In a case of disagreement Maldon Shot Blasting will make every effort to correct any mistakes and insure that the client has been satisfied, however should no agreement be reached then we may agree to third party intervention.

- It shall be the customer's responsibility to check goods upon collection / delivery and to notify Maldon Shot Blasting within 24 hours of collection/delivery of any apparent defect or short delivery.
- The customer shall keep the goods involved in the same state and place (subject to reasonable steps to protect them from harm) as at the time of the defect or short delivery was discovered until Maldon Shot Blasting have made an inspection (which it will do so as soon as reasonably possible) or waive its right of inspection. Any claim in respect of any matter not so notified or goods not kept shall be deemed to be waived. It shall further be the customers obligation to notify any such matter to the carrier
- Maldon Shot Blasting reserves the right to make despatches in instalments and the agreement constituted by the order shall be severable as to any such instalment. Delay in despatch or other default in any instalment shall not relieve the customer of his obligation to accept and pay for the balance of the order
- All parts may need to be checked by a specialist ultrasound company as there maybe other unfound cracks within your frame. This is for your safety.
- We make a visual check Maldon Shot Blasting cannot be held responsible for any failure of your frame or any other parts.
- **Marine work..**
- Marine work shall only be covered by any guarantees provided the parts or vessels are maintained and cleaned every 2 weeks, any damage to coated parts will render any warrantee null & void. Marine work will only carry up to twelve months warrantee unless otherwise agreed at the time of order/purchase.
- We recommend that all oil seals, bearings, rubber bushes, plastic, or any other part not suitable for powder coating to remove prior to dropping off work. MSB is not responsible for any damage to the above parts; we also reserve the right to make extra charges to the client for removal of the above parts. MSB does not refit any mechanical parts.
- Oil, grease, petrol or any other liquid not removed at the time of dropping off and needs to be removed a charge will be made for removal and disposal.
- The client should make a list & where possible take photographs of their parts before delivery of goods. Any special instructions to be made clear and in written form, we cannot accept verbal instructions.
- By entering to a contract with MSB you automatically agree with the terms and conditions set out in this document. This document is freely available at our premises.
- Guarantee / warrantee's
- MSB offers a five year Guarantee / warrantee. This is subject to the following conditions/ and or a ten year if the option is taken at the time of order placement.
- 1. All parts must cleaned at least once every two weeks using suitable cleaning materials, soft non abrasive non silicon cleaners must be used. Using any other cleaners will render warrantees null & void.
- The product/ items will be cleaned and polished with a good quality non-abrasive polishes as above
- Parts regularly kept within 2 miles of any seacoast of estuary will not be covered for no more than a period of 12 months.
- Parts that need repair under our warrantee must be striped down to component parts, Dismantling / cost of removal of parts is not covered by our warrantee.. Cost of refitting is not covered by our warrantees.
- Damage by stone chips, impact of any kind, or third party repair work will null and void all agreements.
- Parts that cannot be reached by our process will not be covered, suitable measures should be carried out by the client to cover/ protect parts by using,. Wax oil of similar product should be employed.
- The use of chemicals or cleaners containing chemicals that damage paintwork will void any Guarantee / warrantee.
- MSB reserve the right to allow an expert third party to inspect the goods and will stand by the decision made by the third party
- Client's instructions shall be recorded and noted on work sheets. Any change to any part of the work requested once started may lead to extra charges.
- This document does not affect your statutory rights.
- Every care will be taken with clients products and MSB will endeavour to carry out work to the client's satisfaction.

- Wreck less use/ lack of maintenance/ cleaning of refurbished work will null & void any agreements made with Maldon Shot Blasting and the client or agent, the product must be for its original purpose.

Although every care is taken and adequate, security is in place MSB states that customer goods left on premises will be at owner's risk.

Maldon Shot Blasting & Powder Coating Ltd

**Customer notice**

**Regarding alloy parts to be powder coated**

- Please note, in some cases alloy parts that show signs of corrosion can lead to problems as follows.
- All corrosion must be removed by blast cleaning this will normally leave pitting where the corrosion has eaten into the sub-straight.
- Powder coating alone may not deal effectively with the scaring, although it will give a very good and long lasting protection.
- If you the client require an "as new" finish, further work will be required and should be stated at the time of order.
- In some cases, our "Thermobond 3" filler will take care of this but it will reflect in the cost of the final invoice due to extra labour and material costs. If the corrosion is to the point of being dire then we may refuse the work.
- Another option is to carry out two-pack work; however, this will be expensive due to the cost of labour and materials.
- Please also note that these problems are not immediately obvious at the time of presentation to us, if this is the case we will take steps to inform the client.
- Gassing out.
- In some cases, gassing out (release of gas from alloy parts under heat) can be a problem.
- This normally happens with older materials or poor castings or where corrosion has eaten in to the base. There is no real remedy for this except to allow the product some time to degas under heat in our curing ovens, this does not always work and if this is the case the only alternative with this problem is to wet paint the product. Again, this will reflect in the costs, as the process can be labour intensive.
- If you choose to ignore this advice, MSB will carry out the work at your own risk.
- Warranty will only be for a period of twelve months or at our discretion where gassing out has occurred.
- Prices and or estimates do not include charges for any extra repair work necessary to complete the work to a reasonable standard.
- We will contact you to explain should any of the above be the case with your work, and ask how you would like to proceed.
- This document forms a part of our terms & conditions.
- Does not effect your legal statutory rights.