

# T&Cs

## TERMS AND CONDITIONS OF TRADING RELATING TO SERVICES AND WORK PERFORMED BY THE COMPANY

### Commercial Projects

#### 1. DEFINITIONS

1.1 In these conditions: the "Contract" means the contract for the sale and purchase of Goods and Works.

1.2 The "Customer" or "Client" means the party contracting with SCGB; the "Goods" means any tools, equipment, materials, products and/or services supplied or sold by SCGB.

1.3 The "Order" means the order placed by the Customer with SCGB.

1.4 The "Substrate" means any surface that the materials are applied onto.

1.5 The use of "Tank", "Tanks" or "Tank/s" refers to the number of tanks being worked on and may be single or multiple tanks.

1.5 The "Works" means the provision of the materials, equipment and labour and/or executing the works to be performed.

1.6 "SCGB" and "Company" means the following company: Specialist Coatings (GB) Limited. Company registered in England: 4058038.

1.7 The headings used in these conditions are for convenience only and shall not affect their interpretation.

#### 2. BASIS OF CONTRACT

2.1 SCGB shall provide the Works in accordance with an Order of the Customer which is accepted in writing by SCGB.

2.2 These conditions shall govern the Contract to the exclusion of any other terms and conditions.

2.3 No variation to these conditions shall be binding unless agreed in writing by an authorised representatives of SCGB.

2.4 The Customer confirms that it does not rely on any representations of SCGB, its employees or representatives which have not been confirmed in writing by an authorised representative of SCGB.

2.5 These Conditions shall apply to all Customers who do not fall within the definition of a "consumer" contained in the Unfair Terms in Consumer Contracts Regulations 1999. Where the Customer falls within this definition, SCGB's Domestic Terms shall apply, a copy of which will be provided upon request.

#### 3. ORDERS & SPECIFICATIONS

3.1.1 No Order shall be deemed to be accepted by SCGB until confirmed in writing by SCGB's authorised representative.

3.1.2 Each individual job listed and detailed in any Order will be treated as a separate Contract. The final acceptance by SCGB of any item of work contained within the Order is subject to the proviso that SCGB has suitably skilled manpower available at the time to perform the work to an acceptable standard and within a mutually acceptable timeframe. SCGB reserves the right to rescind the Contract or re-schedule the performance of the Contract at any time. SCGB also retain the right not to start work or travel to a job site until all documentation as required by SCGB has been received by SCGB office or SCGB representative and the Customer hereby waives its entitlement to any claim whatsoever for compensation in the case of such rescission or re-scheduling. The Customer will pay to SCGB any additional costs incurred as a result of delays in the arrival of the said documentation.

#### 4. CONDITIONS OF PAYMENT

4.1 The Customer shall pay SCGB within 20 days from the date of invoice. International or overseas purchases of equipment or materials will be paid for in advance, FOB, COD or letter of credit. Inspection and reporting services require payment in full prior to release or issue of the report/s. Other terms and conditions of payment may be applied on an individual basis agreed in writing by SCGB.

4.2 As the supplier, provider or seller of the service or services SCGB retains the right to determine when he requires payment for the service or services offered and this will always override the Client's normal payment terms.

## 5. PRICES QUOTED

5.1 The prices quoted in estimates, quotations and budget quotations shall apply only to the specified areas only at the time of issuing the original quotation and will not necessarily hold good for other areas or subsequent work. The prices specified in the quotation are based on the cost of wages and materials, plant hire, our terms of payment for the service or services offered and taxes prevailing at the date of quotation, and are valid for 28 days from the date shown in the quotation. Where Provisional Costs are shown adjustments are to be made to the quotation on completion of work. Provisional costs quotations, estimates and budget quotation are estimates of costs only as no accurate cost can be given at the time of quoting, and SCGB shall not be bound by such provisional costs quotations estimates and budget quotations.

5.2 Our Prices are calculated and based on our terms of payment for the service or services offered. If work or service is ordered or authorised to proceed then purchaser has accepted and will strictly adhere to our terms of payment, unless agreed otherwise. If our terms of payment are not acceptable by the purchaser then we retain the right to amend or change the price to accommodate the different payment terms and to compensate ourselves for the losses.

5.3 All Works performed will be subject to measurement and the final surface area will be calculated upon completion. Any increase in the surface area greater than the area stated on the estimate or quotation will be added to the final invoice and paid by the Customer as additional work performed at a square metre rate. The rate per square metre will be calculated by dividing the price stated on the estimate or quotation by the number of square metres stated on that estimate or quotation.

5.4 Unless stated otherwise, all prices stated in any offers, estimates, budget quotations, quotations and other documentation from us are based on being in British Pounds Sterling and are plus VAT at the current UK rate and being the amount required to be received by us as cleared funds. Each party will cover their own bank charges and fees in their own country.

5.5 Quotations, estimates or budget quotations are submitted based on what could be clearly and reasonably seen at the time of our site inspection, if applicable or on information supplied to us. If after the work has started should it be discovered that conditions have either changed since our site visit or defects found and additional work being required in areas that were not clearly visible at the time of the site inspection and it is necessary by the purchase of additional or different materials, additional labour, work or equipment to be able complete the work to the correct standard then any additional work or materials being required will be at an additional cost. Any additional work, labour, materials or equipment usage would be by mutual agreement and charged for accordingly. In certain cases, and in order not to delay the job, we may only be able give a general indication of the additional costs involved. Verbal acceptance of the additional work may be accepted, however written confirmation is preferred. Any additional job costs will be shown separately on the invoice on completion of the job.

5.5.1 The price/s stated in an estimate, quotation or budget quotation submitted by SCGB for flooring related works are based on having a smooth ready to treat surface, other than any surface preparation works stated in the estimate or quotation. This means that the substrate should be free from all extraneous matter, machinery and dust and to be in a clean, dry condition ready for our works. In all cases it should be noted that the flooring systems we use are not, unless stated otherwise, rebuilding the existing surface, but a surface dressing or coating or lining and that the substrate is to be of a suitable strength and consistency for the normal expected traffic usage, load bearing and duty.

5.6 The price/s stated in an estimate, quotation or budget quotation submitted by SCGB for tank related works.

5.6.1 The Customer to supply SCGB free from charge: Prior to the start of the works the tank/s or item to be worked on are to be supplied to us in a clean and completely dry ready condition to start our works. Tank/s to remain dry and at the temperature stated for the duration of the entire works and the post application curing period.

5.6.1.1 All fittings, all nozzles, motors, agitators, valves, covers / hatches, flanges and instrumentation to be isolated, removed or protected as appropriate for the works being undertaken. SCGB are not responsible for damage to instruments and equipment and/or fittings that have not been removed or adequately protected.

5.6.1.2 Protection from inclement weather adjacent to the tank and tank manway, as applicable.

5.6.1.3 Scaffolding erected outside the tank to give access to the tank manway and all treatment areas within the tank, as applicable.

5.6.1.4 The tank blasted and cleaned as per general specifications, as applicable.

5.6.1.5 The panels of sectional panel tanks are to be free from movement and the joint seal bolts tensioned to the correct tightness as specified by the tank manufacture or to the industry guidelines standard. SCGB are not responsible for damage to lining or joint repairs if tank joint seal bolts are not tensioned correctly. SCGB are not responsible for tensioning or re-tensioning the bolts of sectional panel tanks.

5.6.1.6 Assistance in bringing SCGB equipment and materials to and from the tank or work area.

5.6.1.7 Labourers from client side that have been agreed and/or assigned to help with the project, to be available until the tasks that they are being assigned for are completed and/or at least until the coating application is ready to start, whichever is the greater or until the end of the job. If SCGB decide that certain labours are unsuitable for the task, this will be reported to the Customer and the Customer will replace them with a more suitable person for the work being undertaken.

5.6.1.8 Work permits issued and renewed, as required.

5.6.1.9 Free issue supply of the following: Compressed air, and fuel as required, for our spraying machine (and for our blasting equipment if required) 100psi @ minimum 250cfm, air supply to be clean dry, oil and contaminant free. Electrical supply for our equipment (mixers & vacuums etc.) 240 v 13 amp or 110v 16 amp minimum of 2 sockets within 5 metres of the work site area, use of client's gas detector, confined space rescue tripod.

5.7 The Customer to supply SCGB free from charge for all SCGB works. The area to be treated to be supplied to us at a temperature between 15 and 20 degrees centigrade, in a clean and dry condition ready to start our works and work permits issued, as required. The work area to be a temperature of around 20C, (with a minimum of 15C) Heater/s to be provided by Customer should it be required to achieve the required temperature. Free issue supply of the following: Electrical supply for our equipment (mixers & vacuums etc.) 240 v 13 amp or 110v 16 amp minimum of 2 sockets within 5 metres of the work site area, Erection of screens, sheeting, partition or similar to isolate the work area and to limited dust and other accidental contamination. Space adjacent to the works sites for the temporary storage of our tools, equipment and materials, free parking, close to the work site, on the days we are working on site. Disposal of site waste generated during the project including surface preparation waste, empty lining material containers etc. Period of warranty for all our coating systems is 12 months, unless otherwise stated in writing. We will not be held responsible for any damage caused to our applied lining due to mechanical damage, thermal shock, change of use, substrate movement or deterioration. Use of toilet and welfare facilities for our site personnel. Space adjacent to the works sites for the secure temporary storage of our tools and equipment for the duration of the project. SCGB personnel are to have uninterrupted access to and from site.

5.8 Where Customer is responsible for supplying SCGB services as stated above and/or hotel accommodation, meals or labour, those services and facilities are to be freely available to SCGB for the duration of the project and/or until they are no longer required and/or until, where applicable.

5.9 It is the responsibility of the Customer, on their cost, to provide heating and/or ventilation as required for works being carried out and especially during cold weather periods or when working in cold areas. Ideally it is required that a constant temperature of between 15 to 20 degrees Centigrade and/or good ventilation is maintained throughout the whole treatment process, including surface preparation, material application and post application curing or hardening.

5.9.1.1 Should it not be possible to achieve this temperature and/or ventilation, then there can be a delay in the hardening of resin based systems.

5.9.2 The cost of additional heating and/or ventilation, should it be required, will be on the cost of the Customer, unless stated in the original quote or estimate submitted by SCGB that it is included in the price. Any heating and/or ventilation supplied by SCGB will be limited the surface preparation and application stages only. Post application heating and/or ventilation should it be required, will be on the cost of the Customer.

5.9.3 SCGB is not responsible for any loss of Customer earnings or production or product taint as result due to delays in the setting of resin based materials on work carried out in cold temperature conditions or poorly ventilated areas. Post application curing temperatures vary between different products. Guidelines for application and post application heating and/or ventilation will be given on site by SCGB and can be given in writing if requested. Any post application works including tank re-commissioning, final cleaning, tests, disinfection /sanitization and/or certification or post curing treatments required

will be the responsibility of the client and on their own cost.

5.10 The systems we use will follow the general contours of the existing surface being treated. They will generally smooth out and lessen any existing deformities and inconsistencies, however they are not designed to make a completely flat surface, this would have to involve another process which can be carried out as a special undertaking and at an extra cost. The treatment systems and materials are hand or spray applied and although we endeavour to obtain the smoothest (flattest) possible finish, it is not always possible to obtain a completely flat surface and slight undulations (dips and high spots possibly up to 5mm) may be present after the treatment has been completed.

5.10.1 Flange faces and Manway Seals. Where possible SCGB will extend the tank lining system to include the surface face of manways and flanges fitted/attached to the tanks treated. SCGB will make the flange faces and manway rim coating as smooth as they practicality can, however it is the Client's responsibility to create tight seals with gaskets and/or smoothing the applied resin coating.

5.10.2 For flooring related works, the use of a matt sealer, where applicable, may help to reduce the visual effect of the unevenness of the surface finish. The system is a top dressing system and will follow the contours of the original substrate and it may be possible that the finished surface will not be completely flat and some puddles of water or product may form.

5.8 International Works.

5.8.1 Client is responsible for and on his cost

5.8.1.1 Collecting materials and equipment from docks or airport together with handling fees and demurrage.

5.8.1.2 Collection and return of our personnel to local airport.

5.8.1.3 Supplying required documentation as required to enable us to obtain visas.

5.8.1.4 Internet access to enable SCGB contact with office and home.

5.8.1.5 Customs clearances and duties and related charges in Customer country.

5.8.1.6 Providing hotel of good international standard, all meals, refreshments and laundry for 2 persons (or number of persons we are sending to work on the project) for duration of our visit, from the date of our arrival to and including our departure (approx. 4 weeks or as estimated on proposed program of works).

5.8.1.7 Hotel to be able to provide daily hot evening meals.

5.8.1.8 Daily transport to and from hotel and site or use of suitable motor vehicle inclusive of all running costs.

5.8.1.9 Where Customer is responsible for supplying SCGB services as stated above and/or hotel accommodation, meals or labour, those services and facilities are to be freely available to SCGB for the duration of the project and/or until they are no longer required and/or until, where applicable, in the case of international work to and including the day that SCGB personnel leave the country.

## **6. VARIATION OF PRICE**

6.1 SCGB may alter prices at any time without notice in the event of market variation in the costs of materials incurred after acceptance of the Customer's order.

6.2 Price is also subject to adjustment if any changes are made by the Customer in the specification or quantities or delivery requirements.

## **7. PLANNING PERMISSION, OTHER APPROVALS/CONSENTS, DOWNTIME & WORKS COMPLETION**

7.1 Any planning permission, building permits, health authority approvals and other consents where required shall be obtained and paid by the Customer directly to the relevant authority.

7.2 Unless otherwise agreed in writing by SCGB's authorised representative the responsibility for obtaining any necessary planning permission or other consents or approvals that may be required will remain the sole responsibility of the Customer and/or the owner of the property or facility where the work is being undertaken.

7.3 In the event of the Customer failing to obtain the relevant permission or other consents for work or services being carried out by SCGB on the Customer's property or facility the Customer accepts full responsibility for claims arising from any such infringement. All work is carried out by SCGB on the assumption that all and any necessary permissions and consents have been obtained, and the Customer shall be responsible for any additional costs incurred by SCGB as a result of failure to obtain such permissions and consents.

7.4. SCGB retains the right to charge downtime at the rate of £85.00 per man-hour based on a 10 hour working day and six-day week, the pro-rata hourly rate at cost charge for any plant on site for the

duration of any delays during work.

7.4.1 Downtime will be payable in the event of delays caused to SCGB work whilst any disputes caused by or relating to permissions or consents are settled. In the event of work being completely stopped as the result a dispute regarding permissions or consents the Customer will pay to SCGB all monies that are due to date for Works so far performed together with any materials and administration costs that SCGB has incurred. Downtime in respect of permissions and consents will be counted as additional work and the value of which will be added to the final invoice and paid for by the Customer.

7.4.2 Downtime will be payable in the event of delays caused to SCGB work by action/s by the Customer or the Customer's agents or representatives or other contractors working on site including but not limited to the following: power cuts, industrial action, lock out, interruption of SCGB work by other contractors, presence of toxic gasses, lack of oxygen, ingress of water or other incongruous mediums into the area where SCGB is working, or any other delay that was the responsibility of the Customer or the Customer's agent to ensure the supply of or absence of.

7.4.3 Downtime will be run from the time of the interruption to the time when SCGB personnel are able to continue their work.

7.4.4 A record of any downtime will be kept by SCGB and the amount of downtime will be agreed and countersigned by the Customer or the Customer's representative.

7.4.5 The cost of downtime incurred will be counted as additional work and the value of which will be added to the final invoice and paid for by the Customer.

7.4.6 In the event of having to repeat the same work again or the necessity to make further works and/or to bring in additional materials or equipment to complete the work because of downtime this will be counted as additional work and the value of which will be added to the final invoice and paid for by the Customer.

7.4.7 In the event of the work being stopped completely, the Customer will pay SCGB for the work completed and costs incurred to date, plus the value of the downtime and other costs incurred by SCGB up to the point when the Customer confirms to SCGB in writing that work should not continue. The Customer will make this payment to SCGB within 14 days of an invoice being issued in this respect.

7.5 Upon completion of the works we will issue a job completion protocol and acceptance certificated detailing the work completed, confirming that the works have been performed in accordance with the specification together with any observations or notes appertaining to the project including any changes, if applicable, to the areas treated, the dimensions or m2 area treated that may have changed since the quotation or estimate was given, details curing/hardening times and basic aftercare recommendations.

7.5.1 The details in this document will be agreed and signed by a representative of each party and one copy will be retained by each party.

7.5.2 When the works are completed and in the event that there is no-one there from your side to hand the job over to, then it is acceptable that we shall sign our side of the completion certificate for the work completed and leave a copy on site or we will send you a copy of the completion certificate document by post or email. The work and tidying the site etc. shall then be deemed to have been completed and to be to an acceptable/satisfactory standard by yourself.

7.5.3 If this is not acceptable, then a representative from your side must be on site when we finish to accept the completed works.

7.5.4 If it is not possible to hand the job over in person you or your representative then the work completed and the tidying the site etc. shall then be deemed to have been completed and to be an acceptable/satisfactory standard we will send, by post or by email, a copy of the document in the form of a completion certificate.

7.6 We often take photographs of various projects that we work on and occasionally use the more interesting ones on our website or in our general marketing activities as examples of works that we have been involved with.

7.6.1 Only general information is ever used to identify the project and location. No personal details are ever used.

7.6.2 If you do not agree to us doing this please notify us to the effect in writing which we must receive and acknowledge prior to the start of the works.

## **8. ACCESS**

8.1 The Customer is responsible for providing: a) complete free and easy access to the working area of the site; and b) all necessary electrical, water and other services. Any additional costs incurred due to the Customer failing to comply with this condition shall be payable by the Customer.

## **9. WORK CARRIED OUT BY CUSTOMER**

9.1 Where the Works depend on any work being carried out by the Customer the price submitted is based on this work being carried out in a workmanlike manner and strictly to the agreed time schedule.

9.2 Additional costs incurred due to bad workmanship or hindrance on the part of the Customer or its workmen will be payable in addition by the Customer.

## **10. SUBSTRATE SUITABILITY**

10.1 Concrete products require a curing period after laying operations have been completed. The length of this period is usually governed by the weather and the type, volume and weight of traffic to be encountered. At the time of handing over the completed facility, SCGB will advise the Customer on this and other precautions that are to be taken. SCGB cannot be held responsible for any damage that may result from the failure to follow these instructions, and such a failure may invalidate any warranty given by SCGB under these conditions.

## **11. SITE PROTECTION**

11.1 During and following the carrying out of the Works the Customer will be required to take care to protect the site and its surroundings and in particular to prevent any animal or unauthorised person from trespassing in the working area or interfering with machinery, equipment or other materials stored there. SCGB accepts no responsibility for any additional costs incurred as a result of any breach of this condition. Any damage must be notified to SCGB in writing within seven days of the trespass or interference.

## **12. UNEXPECTED ADDITIONAL WORK**

12.1 Prices quoted for excavation are based on the assumption that excavation will be in the normal substrate or sub-soils and that no hidden obstacles will be encountered during any part of the Works. If rock or running sand, unstable ground, excess water or any other unforeseen circumstances or services such as water, gas, electricity, telephone, drainage, etc. are encountered which have not previously advised to SCGB to exist and noted on the quotation or a separate document signed by both parties as being acknowledged or known about at the time of the quotation, SCGB reserves the right to charge the Customer for any additional work involved. The cost of any additional work, whether by SCGB or others, shall be additional to the figure quoted.

## **13. ADDITIONAL COSTS**

13.1 The prices quoted are subject to the conditions being suitable for the carrying out of the Works. Any additional cost incurred by local authority, health and safety, engineer or other requirements, or which SCGB reasonably determines to be necessary to properly prepare the ground or to provide a better finish, shall constitute an extra and be paid by the Customer upon completion of the Works.

## **14. ADDITIONAL WORK**

14.1 Where extra Works are ordered by the Customer either in writing or verbally, this order will be noted by SCGB in the daily log/record and the acceptance of the change of order will be confirmed by SCGB to the Customer either verbally or in writing and unless within 7 days the order is rescinded it shall be treated as confirmed. Where possible, quotations will be submitted for additional works and variations as the Works proceed but otherwise will be charged at a fair price. All additional work will form a separate contract or contracts.

## **15. VARIATIONS OF COLOUR AND TEXTURE**

15.1 The nature of materials and processes used make it unavoidable that apparent variation in texture and colour of the surface material may occur. Whilst every possible care will be exercised SCGB cannot guarantee colour and texture matching to closer tolerances than those inherent in the material and processes used. While every effort is made to match colours as closely as possible to the colour required it is not always possible to make a 100% identical colour match and once the material has been applied to the substrate, the substrate base colour could have an effect on the final appearance of the new coating or lining. Coating or lining otherwise stated in writing by SCGB, colours are not guaranteed as being UV resistant or light stable and may fade or yellow over a period of time.

## **16. MATERIALS AND EQUIPMENT**

16.1 All materials and equipment on site shall remain the property and shall be in the exclusive possession of the SCGB until payment in full for the Works has been made by the Customer. Any surplus materials at the end of the work remain the property of the SCGB and will be removed from site by SCGB upon completion of the Works.

## **17. WARRANTIES AND LIABILITY**

17.1 Subject to the conditions set out below SCGB warrants that:

17.1.1 Services and goods supplied will be free from defects in workmanship for a maximum period of warranty for 12 months, unless otherwise stated in writing.

17.1.2 No warranties shall be given in relation to any other aspect of the Works except as specifically agreed in writing by SCGB.

17.2 The above warranty is given by SCGB subject to the following conditions:

17.2.1 SCGB shall be under no liability in respect of any defect in the Works arising from any drawing, design or specification supplied by the Customer.

17.2.2 SCGB shall be under no liability in respect of any defect to an applied lining or coating arising from fair wear and tear, wilful damage, negligence, mechanical damage, change of use, thermal shock, substrate detrition, failure or movement, incorrect bolt tensioning, gasket sealing, abnormal working conditions, failure to follow SCGB or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Goods.

17.2.3 SCGB are not responsible for damage to lining or joint repairs of sectional panel tanks if tank joint seal bolts had not been tensioned correctly to the correct tightness as specified by the tank manufacture or to the industry guidelines standard prior to the start of SCGB works. The tightness of the joint seal bolts on a sectional panel tanks is the responsibility of the Client and no warranty claim will be supported for damage to the applied lining caused by movement of the tank or tank panels. SCGB are not responsible for tensioning or re-tensioning the bolts of sectional panel tanks.

17.2.4 Flange Faces & Manway Seals. SCGB will make the flange faces and manway rim coating as smooth as they practicality can, however it is the Client's responsibility to create tight seals with gaskets and/or smoothing the applied resin coating.

17.2.5 SCGB shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods or Works has not been paid by the due date for payment. In the event of stage payments having been agreed and a warranty claim being made before all payments being received the payments will still be due as scheduled. In the event of any delay in payments being made due to a warranty claim, any arrears in payments are to be made within 5 working days of the work being corrected.

17.2.6 The above warranty does not extend to parts, materials or equipment not manufactured by SCGB in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to SCGB.

17.2.7 Warranties for any Works are given subject to SCGB being satisfied that there are defects in goods or materials workmanship by way of a site survey being carried out by SCGB. If such survey does not disclose any defects in material or workmanship, SCGB's costs incurred in carrying out the survey will be payable by the Customer.

17.2.8 SCGB's liability under clause 17.1.2 is limited to repairing or furnishing materials and labour to replace only the immediate area or patch of resin which have been deemed to have failed within the warranty period from the time of completion of the works being the subject of this Contract, unless by separate and individual agreement and confirmed by SCGB in writing, the defect is due to defective workmanship or material provided or furnished by SCGB.

17.2.9 In the event of a claim and a subsequent repair being made by SCGB, SCGB is not liable for colour or texture variation in the repaired surface in comparison with the overall surface. In the event of a claim SCGB liability is limited to the replacement of the defective coating or lining responsible for any consequential losses that the Customer may incur as a result of a coating or lining.

17.2.10 In the event of such a claim all site conditions and services appertaining to the original contract will apply and will be made available to SCGB without charge or further claim to SCGB. This includes, but not limited to, preparing the item for treatment or repair, surface preparation including abrasive grit blasting and cleaning of the item, to be carried by the client of the client's representative as required to ready the treatment area for repair, accommodation, meals, refreshments, communication facilities and local transport as applicable. If the client wishes to indemnify themselves against this clause then an

additional charge of 25% of the quoted/estimated project value as detailed in the documentation relating to the project will be added to the invoice value of the work and will be paid by the client together with the main invoice for the work undertaken. If this indemnity is to be applied and the charge has been included it will be clearly stated as such on all relevant documentation.

17.2.11 In the event of SCGB having to return to site for inspection purposes and/or to make repairs not covered within the terms of the warranty as stated above or on the completion protocol then the customer will pay SCGB for the time that he has spent traveling, making the inspection/s and for the work carried out together with the cost of any additional materials, labour and equipment required to effect the repair/s.

17.2.12 The period of warranty is only applicable to the original Contract and in the event of a claim being made and subsequent repairs or replacement being made by SCGB, SCGB is under no obligation to extend the period of warranty for the repair work except where the repair work has been paid for in full as an additional cost subsequent to the main Contract.

17.2.13 Any references given to the life expectancy of any product has been based on having theoretical optimum working and operating conditions during the life of the product and having remedial repairs carried as required during the working life of the product. The overall practical life expectancy therefore could differ from the theoretical life expectancy and any shortfall would not be considered as a valid warranty claim.

12.2.14 It is the Customer's responsibility to satisfy themselves as to the suitability of the services, materials or goods ordered and or supplied by SCGB.

12.2.15 The information supplied by SCGB as to the suitability of materials or service for any given project is done so to the best of our knowledge as being accurate and correct and is given in good faith without warranty or acceptance of liability.

12.2.16 Users are deemed to have satisfied themselves independently as to the suitability of the products and services offered our products for their particular purpose.

12.2.17 In no event shall Specialist Coatings (GB) Ltd be liable for consequent or incidental damages.

17.2.18 Resin bonded natural stone is a re-surfacing system and not a re-building of the Buyer's drive, path, patio or other surface and although every effort is made to generally smooth out unevenness of the original surface the system is a top dressing and will follow the contours of the original substrate. Should it be decided to have the bitumen based adhesive system as a surface dressing for a driveway, footpath or other surface. It is part of the normal system that there is a layer of loose stone left on the surface upon completion of the work and that and that the life expectancy and wearing qualities if the bitumen system are not as great as the resin bonded system. The products are not guaranteed against subsidence, movement, cracking or heave of the concrete, asphalt or other base structure. The Bitumen based system takes considerably longer than the resin based system to harden and in warm weather could soften. All of the above points have been explained to the Customer and have been accepted as part of the Contract.

17.2.19 In all cases it is the Customer's responsibility to ensure that the substrate is of a suitable strength and consistency for the normal expected traffic usage and load bearing of which it will be used. As a condition hereof, any defects must be brought to the attention of SCGB for verification when first discovered in the material or parts alleged to be defective and a representative sample returned to SCGB if requested.

17.2.20 SCGB shall not be liable for transportation charges in either direction or any installation charges, for expenses of the Customer for repairs or replacements or for damages from delay or loss of use or other indirect, incidental or consequential losses or damages of any kind.

17.2.21 SCGB reserves the right to use improved designs of the parts to be replaced under the terms of this clause.

17.2.22 The warranty does not apply to any areas or items which have been repaired or altered by any persons other than employees or agents of SCGB in any way so as in the judgment of SCGB to affect its performance or reliability, or any failure of any materials or parts due to misuse, negligence or by mechanical, chemical or fire damage, damage caused by substrate failure or movement including but not limited to delamination, erosion or corrosion of substrate or substrate layers, general or localised breakdown of the substrate or cement based and other screeds applied to the substrate to which our resins have been applied, formation or opening of cracks, movement of expansion joints within the substrate, water, water vapour, moisture or other contamination within or coming through the substrate, thermal shock, change of use or by climatic conditions including but not limited to damage or deterioration or colour change or fade or breakdown of the bonding resin caused directly or indirectly by

sub-zero temperatures or temperatures in excess of 30 degrees centigrade, UV light, other than normal indirect light and reasonable use nor shall it apply beyond their normal span of life to any materials whose normal span of life is shorter than the applicable period stated herein.

17.2.23 The following shall be considered as mechanical damage to the resin surface and shall not be considered as a warranty or quality claim:

17.2.23(i) All resin based flooring systems are prone to some degree of scratching and mechanical damage, especially those with a gloss finish.

17.2.23(ii) Heavy objects are to be lifted and placed into position rather than dragged across coated surface.

17.2.23(iii) Footwear contaminated with abrasive particles and/or rough soles may scratch the surface of resin floor coats, especially those with a gloss finish.

17.2.23(iv) Movement of motorised or similar vehicles (i.e. fork lift and pallet trucks) may scratch or mark the surface, especially those with a gloss finish.

17.2.23(v) Prolonged cleaning with abrasive cleaning agents and/or use of floor scrubbers may dull the gloss of a resin floor.

17.2.24 SCGB shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for claims or damages for slips or injuries for surface treatments either without anti-slip treatment or with a light anti-slip finish. Surface treatments either without anti-slip treatment or with a light anti-slip finish treatment are liable to be slippery when wet and additional care must be taken when the surface when using the surface. The surface will become increasingly slippery if contaminated with liquids, lubricants, powders, and/or granular substances. In all cases, whether an anti-slip finish has been applied or not, all spills and contaminations must be cleaned up immediately. SCGB strongly advise against the use of resin-based coating or lining with little or no anti-slip additives or treatments in areas likely to become wet, areas including, but limited to: washrooms, toilets, kitchens, canteens, entrance ways etc. The installation of smooth or near smooth resin surfaces are entirely at the purchaser's risk and the company does not accept responsibility for any losses or injuries due to slips and falls on these surfaces. If a smooth or near smooth resin surfaces has been installed we can at a later date apply an anti-slip treatment to the affected area at an additional cost.

17.2.25 For the most part the materials that SCGB use are solvent free epoxy resins which are designed for technical applications and lengthily of service rather than decorative purposes. The materials are manually applied and during the process it is possible that marks may be left by the equipment used during the application, i.e. trowel marks, spike roller marks or paint roller marks. It is also possible that roller marks or surface tension marks such as dimples etc may be apparent after the application of surface sealer coats. Roller applied coating or lining are the most prevalent in leaving marks after application and being a relatively thin coating or lining system, the profile of the substrate will often show through the coating or lining. Coating or lining the surface whether made during material application or by the surface tension of the materials themselves will not be accepted a warranty or quality claim. The treatment systems and materials are hand applied and although we endeavour to obtain the smoothest (flattest) possible finish, it is not always possible to obtain a completely flat surface and slight undulations (dips and high spots possibly up to 5mm) may be present after the treatment has been completed and will not be accepted a warranty or quality claim. The use of a matt sealer, where applicable, may help to reduce the visual effect of the unevenness of the surface finish. The system is a top-dressing system and will follow the contours of the original substrate and it may be possible that the finished surface will not be completely flat and some puddles may form. This will not be accepted a warranty or quality claim. If aesthetic appearances are an issue then there are alternative materials and systems available at an additional cost.

17.3 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or the Works or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified in writing sent by recorded delivery to SCGB within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Any such notification must be received prior to the expiry of the warranty period. It should be noted, as with all floors, that when the next section of floor is laid or in the event of repairs being made to an existing floor, albeit the materials used for the next section or the repair maybe from left over original stock or new materials from the same supplier, there may be a slight difference in the shade between the two sections. This can be due to slight variations between different batches of materials during manufacture, but mainly it could be because the first section installed will have been in use for several weeks/months and the new section will be completely new

and fresh. If this is the later then after the surfaces have been used for a while both sections will settle down and any difference will be less noticeable.

17.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or the Works or their failure to meet specification is notified to SCGB in accordance with these Conditions, SCGB shall be entitled to replace the Goods or carry out rectification work, as the case may be, (or the part in question) free of charge or, at the SCGB's sole discretion, refund to the Customer the price of the Goods or the Works (or a proportionate part of the price), but SCGB shall have no further liability to the Customer.

17.5 Except in respect of death or personal injury caused by SCGB's negligence, SCGB shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of SCGB, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the Works or their use or resale by the Customer, and the entire liability of SCGB under or in connection with the Contract shall not exceed the price of the Goods or Works, except as expressly provided in these Conditions.

17.6. SCGB shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SCGB's obligations in relation to the Goods, if the delay or failure was due to any cause beyond SCGB's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond SCGB's reasonable control:

17.6.1 Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition;

17.6.2 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority;

17.6.3 Import or export regulations or embargoes;

17.6.4 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of SCGB or of a third party);

17.6.5 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

17.6.6 Power failure or breakdown in machinery.

## **18. CANCELLATION BY THE CUSTOMER**

18.1 In the event of the Customer cancelling Works whether prior to the start date of the project or at any time during the project SCGB reserves the right to charge the Customer for the lost profit that SCGB suffers as a result of such cancellation. Any deposits already paid by the Customer to SCGB will be retained by SCGB to pay administration and other costs incurred by SCGB. The Customer shall pay to SCGB any amounts due under this clause within 7 days of an invoice being issued by SCGB for such claim.

## **19. DEVIATIONS**

19.1 SCGB shall not be held responsible for minor deviations or departures from the order or drawings made necessary by site conditions or unforeseen circumstances.

## **20. LATE PAYMENT**

20.1 Failure to make payment at the due date shall entitle SCGB to suspend deliveries or services until payment is made or to terminate the contract in writing, or to treat the contract as repudiated by the Customer without prejudice to any rights to damages for breach of contract.

20.2 Where a discount has been offered by SCGB if the whole amount of the discounted amount due has not been received as cleared funds within the time limit specified on the invoice or agreement then SCGB retains the right withdraw the discount offered and the Customer will pay to SCGB the whole amount that was due to SCGB before the discount was offered.

20.3 Any queries and/or disputes regarding any invoice issued by SCGB must be reported in writing to SCGB, with backup copy sent by email, within calendar 5 days from the document issue date stated on the invoice. After that period the invoice and the amount stated on the invoice will be deemed to have been accepted as being correct and amount due will be payable as stated.

20.4 If a payment in cleared funds does not reach SCGB or its bank on or before the due date, SCGB

shall be entitled to charge interest on a daily basis from the date following the date the payment was due until full payment has been received as cleared funds at a rate of 0.115% per calendar day during the period of such default. The Customer will additionally pay to SCGB any additional costs that SCGB incurs in recovering the outstanding debt, including, but not limited to, solicitors charges, court costs, debt recovery fees and time spent by SCGB on additional administration in recovering the late payment at the rate of £85 per hour. An invoice for the amount of interest due, together with the administration charge for each overdue invoice will be issued which in its turn will be due for payment in 20 days from date of issue.

20.5 Court of law for late payment recovery will be the English small claims court and the English court system.

20.6 Costs incurred for making the recovery will be added to the outstanding capital amount due and will be payable at the same time as the payment of the outstanding capital balance. Late payment of the costs will immediately incur the same interest rate charges as stated above.

20.7 Failure to pay the late payment charges invoice on time will incur a further £50 administration charge and interest added at the rate of 0.115% per calendar day to the debt remains outstanding. The customer will additionally pay any additional costs that we incur in recovering the outstanding debt, including, but not limited to, solicitors charges, court costs, debt recovery related fees and time spent by us on additional administration in recovering the late payment at the rate of £50 per hour. All figures stated are plus VAT at the standard rate.

## **21. SALE OF MATERIALS, TOOLS AND EQUIPMENT**

21.1 Paint or resin products or materials, tools and equipment sold by SCGB are sold subject to these Terms and Conditions of trading. Overseas purchases will be paid for in advance, F.O.B., C.O.D. or letter of credit. Warranties for tools and equipment given by SCGB will not exceed that given by the original manufacturer of the equipment or product. SCGB accepts no liability, directly or indirectly, arising from application or use of the materials. Any advice, recommendation or information given by SCGB is based on practical experience and is believed to be accurate at the time of publication, but no liability or responsibility of any kind (including liability for negligence) is accepted in this respect by the Company, its Servants, or Agents. No warranty is implied as to the use of any product once it is outside the control of SCGB. Users should determine the suitability of the product for their own particular purposes. In the case of a warranty claim for any item of equipment the faulty item/s should be returned to SCGB for checking and testing. The purchaser is liable for postage and delivery in both directions.

## **22. Inspection and Reporting Service**

22.1 Inspection, testing and/or reporting services and or areas to be inspected are to be ready and safe condition for us to carry out the inspection without delay upon arrival to site.

22.2 To be provided free of cost to SCGB by Client or Clients Agent:

Tanks to be cleaned and made safe for entry by Client or their agents. Areas for inspection to be provided in safe condition for us to work in. All work permits and entry permits to be provided as required. Provide as free issue any confined space rescue equipment, gas monitors and lighting as required. Provide as free issue safe and secure means of access and egress, lighting sufficient to enable the inspection to be carried out, ventilation in the tank or area as required, emergency air set, gas detection monitor and rescue tripod and any additional PPE required for the project. The tanks to be supplied to us in a dry condition with all extraneous equipment removed ready for the start of our inspection. Tank or area to be protected from ingress of fuel or fuel vapours and or other hazardous chemical or product for the duration of our works. A member of the Client's team or Clients agent site team act as the hole watcher and to assist with the inspection by moving and securing ladders etc and passing in/out equipment to the inspector.

22.3 Inspections carried out will made based on the personal extensive knowledge and experience by the SCGB Inspector of the internal tank linings and other specialised coating systems and will be presented in good faith, without bias or prejudice and with the belief that the facts stated in the report are true and that the opinions expressed are correct. SCGB understand that it is their duty being an expert in making the report to help the owner of the asset on matters within our expertise and this duty overrides any obligation to the person from whom the SCGB have received instructions from or by whom SCGB are being paid for as an expert in the field covered in the report. All errors and omission excepted and this report is made without prejudice and any comments made and opinions and what is believed to be an accurate condition of the item/s being inspected and reported on.

22.4 Without exception payment to be made in full prior to reports being released, issued or supplied.  
22.5 Any post application works including re-commissioning, tests, disinfection /sanitization and/or certification or post inspection treatments required will be the responsibility of the client and on their own cost.

### **23. SUB-CONTRACTORS**

23.1 Occasionally SCGB uses sub-contractors to perform certain elements of the Works. In the event of sub-contractors being used they are to be treated by the Customer as direct employees of SCGB. Any variation to the works being performed or additional works to be performed are to be negotiated through SCGB only and not directly to the sub-contractor. The Customer shall be liable for any loss of profit incurred as a result of any variation of works negotiated directly with the sub-contractor by the Customer. The Customer shall pay to SCGB any amounts due under this clause within 7 days of an invoice being issued by SCGB for such claim.

23.2 All employees and sub-contractors work on behalf of SCGB and are not permitted to accept private work. The Customer shall not negotiate directly with any such employee or sub-contractor for further works to be carried out without consulting SCGB.

### **24 SUITABILITY OF THE PRODUCT OR SERVICE FOR INTENDED PURPOSE**

23.1 It is the Customer's responsibility to satisfy themselves as to the suitability of the services, materials or goods ordered and or supplied by SCGB.

23.2 The information supplied by SCGB as to the suitability of materials or service for any given project is done so to the best of our knowledge as being accurate and correct and is given in good faith without warranty.

23.3 Users are deemed to have satisfied themselves independently as to the suitability of the products and services offered our products for their particular purpose.

23.4 In no event shall Specialist Coatings (GB) Ltd be liable for consequent or incidental damages.

23.5 Specialist coatings (GB) Ltd is the supplier of these materials.

### **25. PUBLICITY**

25.1 SCGB shall be entitled to erect a site board close to the job or work site. The site board will normally have dimensions less than 0.75m x 0.5m and be erected on a wooden stake or on a convenient fence or wall. The site board will be erected discretely and where possible adjacent to the work site. The site board will display the company name, the nature of the work being performed and contact details. The site board will be erected for the duration of the work and possibly longer with the Customer's consent.

25.2 From time to time SCGB may wish to take photographs before, during and after the work that is being undertaken by SCGB or its agents. Photographs may be used by SCGB for general record keeping, marketing and publicity purposes. In addition to the actual main subject matter photographs may also include other incidental items that act as surrounding, scene, scale, place or location settings and other incidental human, animal or inanimate objects. Any such subject matter included in photographs will be allowed as being part of the general subject matter. The copyright of any such photographs at all times belongs to SCGB. The Customer shall make no claim against SCGB either now or in the future in any respect in relation to the photographs or their future use.

### **26. INSOLVENCY OF CUSTOMER**

26.1 This clause applies if:

26.1.1 the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

26.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

26.1.3 the Customer ceases, or threatens to cease, to carry on business; or

26.1.4 SCGB reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

26.2 If this clause applies then, without prejudice to any other right or remedy available to SCGB, SCGB shall be entitled to cancel the Contract or suspend any further deliveries or Works under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for or the Works

commenced the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## **27. ERRORS AND OMISSIONS**

27.1 SCGB accepts no liability for any errors and omissions relating to the accuracy of the information or technical specifications given. SCGB is not liable or responsible for any claims or statements made by its agents, servants or representatives in matters of warranty, suitability for purpose, life expectancy or references other than those stated within these Conditions or issued by SCGB in writing on official SCGB letterhead paper and signed by a director of SCGB.

## **27. WAIVER**

27.1 The rights of SCGB shall not be affected or restricted by any indulgence or forbearance granted to the Customer. No waiver by SCGB of any breach shall operate as a waiver of any later breach.

## **28. LIEN**

28.1 In addition to any right of lien to which SCGB may by law be entitled SCGB shall have a general lien on all goods of the Customer in the possession of SCGB (although such goods or some of them may have been paid for) for the unpaid price of any other Goods or Works sold and delivered to the Customer by SCGB under the same or any other contracts.

## **29. JURISDICTION**

29.1 These Conditions shall be subject to the jurisdiction of the English Courts and construed according to English Law, but SCGB may enforce the contract in any Court of competent jurisdiction.

# *Domestic Projects*

## **1. Our Responsibility**

1.1 We will ensure that any works carried out are in accordance with your instructions and our quotation is made only on this basis.

1.2 If any further work becomes necessary because of alterations in design, engineers' requirements, alterations which we deem to be necessary or otherwise to complete the work quoted for, or you change the specification of the work, and this causes an increase in costs you will need to sign for the variation of order before we carry out the additional work, where possible we will send or give you details of the extra costs involved in the and will carry out the further work once your written or verbal acceptance has been received.

1.3 Subject to paragraphs 1.1 and 1.2 above we will carry out the work in accordance with our quotation.

1.4. We will make every effort to complete the work on time, but you will appreciate that we cannot be held responsible for delays due to weather or other circumstances beyond our control. In this case we will complete the work as soon as reasonably possible.

## **2. Your Responsibility**

2.1 You will permit us during normal working hours access to the site to carry out the works according to the programme set out in the quotation.

2.2 You will obtain all permission and consents (including if necessary planning and other necessary permissions and licences from landlords, local authorities and so on) which are required before the works can be carried out.

2.3 Where work has been carried out on your instruction without previously obtaining the necessary permissions or consents (where applicable) this is done so at your risk and we accept no responsibility or liability for this. All work is carried out by us assuming that any necessary permissions and consents have been obtained by yourself.

2.4 You will also be liable for any other additional costs incurred as a result of failure to obtain any such consents and we reserve the right to charge £20 per man hour based on a 10 hour working day and 6 day week during any delay period.

2.5 You will provide at no cost to us supplies of water and electricity and/or gas and disposal of site generated waste.

2.6 Unless notified to us in writing at least seven days before the start of the job you will permit us to

take photographs before, during and after the work and to allow us to erect a site display board for marketing purposes.

2.7 You will be responsible for insuring the goods, tools and equipment that we supply from the time that they are delivered to you as well as making sure that the site is kept safe from trespassers and animals.

2.8 You will be responsible for making sure that the substrate is of suitable strength and consistency for the normal expected traffic usage and load bearing for which it will be used.

2.9 It is your responsibility to satisfy yourself as to the suitability of the services or goods ordered and we accept no responsibility for your choice.

2.10 General cleaning: Do not clean the floor with water or other liquid cleaner during the first 14 days after the installation of the new floor whilst it is still hardening. Floor treatments either without anti-slip treatment or with light anti-slip treatment are liable to be slippery when wet and additional care is to be taken when the surface is wet. Spills to be removed immediately, cleaning agents to be diluted before contact with the floor. Mechanical floor cleaning machine may remove shine over a period of time. The recommended cleaning is a mop and bucket with mild detergent, diluted in warm water, then rinse with clean water after cleaning. Prior to using cleaning agents, always test diluted cleaning agent on a small section to check compatibility. Avoid use of harsh cleaning chemicals or cleaning agents containing abrasives. Further details regarding cleaning are available upon request.

2.11 Oil, dirt or other common stains should be removed by applying a mild household detergent or similar degreaser. Apply neat to the contaminated surface using a stiff brush and allow to penetrate for 10 - 15 minutes, all areas should then be pressure washed or hosed down with clean water as required.

2.12 Masking Tape: In the event of masking tape having to have been left in place follow these instructions of the removal of masking tape. Care must be taken not to damage the resin floor or other treated surface when removing masking tape. For a clean finish it is recommended that a steel ruler is used to protect the floor or surface at the base of the masking tape and a sharp cutting knife run along the edge of the ruler cutting at an angle of approximately 45° down into the tape. Under no circumstance should the masking tape be just pulled off because this could damage the resin floor.

### **3. Acceptance of Order and Completed Works**

3.1 We will not start the work on any job until we have your written or verbal authority to do so.

3.2 In the event of the work starting upon your verbal acceptance of our quote or estimate and written acceptance not being received prior to the job start following your verbal instruction to start then it will be assumed that both parties have agreed that the estimate, quotation, contract or variation of order has been accepted in full together with the company's terms and conditions of trading and both parties will be bound by them.

3.3 Upon completion of the works we will issue a job completion protocol and acceptance certificated detailing the work completed, confirming that the works have been performed in accordance with the specification together with any observations or notes appertaining to the project including any changes, if applicable, to the areas treated, the dimensions or m2 area treated that may have changed since the quotation or estimate was given, details curing/hardening times and basic aftercare recommendations. The details in this document will be agreed and signed by a representative of each party and one copy will be retained by each party. When the works are completed and in the event that there is no-one there from your side to hand the job over to, then it is acceptable that we shall sign our side of the completion certificate for the work completed and leave a copy on site or we will send you a copy of the completion certificate document by post or email. The work and tidying the site etc. shall then be deemed to have been completed and to be to an acceptable/satisfactory standard by yourself. If this is not acceptable, then a representative from your side must be on site when we finish to accept the completed works. If it is not possible to hand the job over in person you or your representative then the work completed and the tidying the site etc. shall then be deemed to have been completed and to be an acceptable/satisfactory standard we will send, by post or by email, a copy of the document in the form of a completion certificate.

3.4 We often take photographs of various projects that we work on and occasionally use the more interesting ones on our website or in our general marketing activities as examples of works that we have been involved with. Only general information is ever used to identify the project and location. No personal details are ever used. If you do not agree to us doing this please notify us to the effect in writing which we must receive and acknowledge prior to the start of the works.

#### **4. Things you should know**

4.1 Our quotation or estimate is valid for a period of 30 days, unless stated otherwise, and after that time we reserve the right to alter our quoted prices if the costs likely to be incurred by us for materials and labour increase. All prices quoted are plus VAT at the standard rate unless stated otherwise.

4.2 We do not undertake structural or other types of building surveys and therefore if the work cannot be completed, or any damage is caused through structural or other defects in your property, we cannot be responsible for this.

4.3 If you provide us with incorrect measurements or any other incorrect information including details of ground conditions, gas, electricity and water services in the area, we rely on this in preparing our quotation, we reserve the right to increase our price to cover the cost of making good any errors or doing any additional work required because of them.

4.4 All works performed will be subject to measurement and the final surface area will be calculated upon completion. Any increase in the surface area greater than the area stated on the estimate or quotation will be added to the final invoice and paid for by you as additional work performed at a square metre rate. The rate per square meter will be calculated by dividing the price stated on the estimate or quotation by the number of square meters stated on that estimate or quotation.

4.5 Additionally, with certain products, special types of maintenance may be required. We will provide you with the necessary instructions for this but we can take no responsibility for damage caused by failure to maintain in accordance with them.

4.6 We reserve the right to use sub-contractors from time to time. You should not at any time instruct them to carry out any additional work but should at all times negotiate directly with us. You will be liable for any loss incurred by us as a result of any negotiations for alteration of the works made direct with the sub-contractor, and shall pay for such losses within 7 days of receipt of our invoice.

4.7 All employees and sub-contractors work on our behalf and are not permitted to accept private work and you should not negotiate directly with them for further work to be carried out without consulting us.

4.8 Moving and replacing of furniture and other objects. In the event of our being required to move and/or replace or relocate furniture and/or other objects in order to carry out our work. The company will ensure that every care will be taken when moving such objects. However this is entirely at the property owner's risk and the company will not be held liable for any damages however caused and the owner of the property indemnifies the company from liability.

4.9 Resins and resin based systems used for flooring and treatment of other surfaces are re-surfacing systems and not a re-building of the substrate (drive, path, patio, floor or other surface) and although every effort is made to generally smooth out unevenness of the original surface. The treatment systems and materials are hand applied and although we endeavour to obtain the smoothest (flattest) possible finish, it is not always possible to obtain a completely flat surface and slight undulations (dips and high spots possibly up to 5mm) may be present after the treatment has been completed. The use of a matt sealer, where applicable, may help to reduce the visual effect of the unevenness of the surface finish. The system is a top-dressing system and will follow the contours of the original substrate and it may be possible that the finished surface will not be completely flat and some puddles of water may form. It should be noted that if the surface is being treated in sections, as with all floors, that when the next section of floor is laid or in the event of repairs being made to an existing floor, albeit the materials used for the next section or the repair maybe from left over original stock or new materials from the same supplier, there may be a slight difference in the shade between the two sections. This can be due to slight variations between different batches of materials during manufacture, but mainly it could be because the first section installed will have been in use for several weeks/months and the new section will be completely new and fresh. If this is the later then after the surfaces have been used for a while both sections will settle down and any difference will be less noticeable.

4.10 All resin based flooring systems are prone to some degree of scratching and mechanical damage, especially those with a gloss finish.

4.11 Any references given to the life expectancy of any product has been based on having theoretical optimum working and operating conditions during the life of the product and having remedial repairs being carried as required during the working life of the product. The overall practical life expectancy therefore could differ from the theoretical life expectancy and any shortfall would not be considered as a valid warranty claim.

4.12 These Terms and Conditions only apply if you are acting for purposes which are outside your trade, business or profession. In all other cases, our Commercial Terms and Conditions will apply, a copy of which will be supplied to you on request.

## **5. Your Deposit and Payments**

5.1 At the time the contract, quotation or estimate is accepted by yourself, a deposit of approximately 30% of the quotation or estimate price is to be paid, unless otherwise stated on the individual quotation or estimate. The balance of the amount due in the quotation or estimate, together with any other amounts due, must be paid upon completion of the work.

5.2 Should you later cancel your order your deposit will not be repaid, and you will pay to us the cost of all labour and materials carried out before cancellation.

5.3 In the event of the work not being completed satisfactorily and snagging being required you will not retain more than 15% in monetary terms more than the actual percentage of work not satisfactorily completed. Both figures relate to the overall project value and size and will not exceed the project value.

5.4 In the event any work carried out on your instruction which is not paid for by an insurance company acting on your behalf you will be liable for the payment of the outstanding balance.

5.5 No retention of payment will be made in respect of work carried out free from charge or not clearly identified within our original documentation for the job or in variations of orders for the job signed by both parties.

5.6 The items which we supply to you will remain our property until you have paid us in full. If you fail to pay us we shall be entitled to recover them and to enter the property where they are to dismantle and remove them.

5.7 Late Payments. If you fail to pay any sum in full on the date when it becomes due we may charge interest at a rate of 0.115% per day on any outstanding amounts. If payment due is not received in cleared funds to our bank on or before the due date, we retain the right to charge interest on a daily basis from the date following the date the payment was due until full payment has been received as cleared funds at a rate of 0.115% per calendar day during the period of such default up to the date where cleared funds have been received into our bank. The interest will be chargeable from the day following the due date for each invoice and each invoice will incur a £50 administration charge. An invoice for the amount of interest due, together with the administration charge for each overdue invoice will be issued which in its turn will be due for payment in 20 days from date of issue. Failure to pay the late payment charges invoice on time will incur a further £50 administration charge and interest added at the rate of 0.115% per calendar day to the debt remains outstanding. The customer will additionally pay any additional costs that we incur in recovering the outstanding debt, including, but not limited to, solicitors charges, court costs, debt recovery related fees and time spent by us on additional administration in recovering the late payment at the rate of £50 per hour. All figures stated are plus VAT at the standard rate.

5.8 Quotations or estimates are submitted based on what could be clearly seen at the time of our site inspection or on information received by us. If after the work has started should it be discovered that conditions have either changed since our site visit or defects found and additional work being required in areas that were not clearly visible at the time of the site inspection and it is necessary by the purchase of additional or different materials, additional labour, work or equipment to be able complete the work to the correct standard then any additional work or materials being required will be at an additional cost. Any additional work, labour, materials or equipment usage would be by mutual agreement and charged for accordingly. In certain cases, and in order not to delay the job, we may only be able give a general indication of the additional costs involved. Verbal acceptance of the additional work may be accepted, however written confirmation would be preferred. Any additional job costs will be shown separately on the invoice on completion of the job.

5.9 The price/s stated in an estimate or quotation by SCGB are based on having a smooth ready to treat surface, other than any surface preparation works stated in the estimate or quotation. This means that the substrate should be free from all extraneous matter, movable items and dust and to be in a clean, completely dry condition ready for our works. In all cases it should be noted that the re-surfacing systems that we use are not rebuilding the existing surface, but a surface dressing or coating system, and that the substrate is to be of a suitable strength and consistency for the normal expected traffic usage and load bearing.

## **6. Site Conditions**

6.1 All works will be carried out on your premises.

6.2 To be supplied to us free from charge: - Prior to the start of our works the treatment area/s to be supplied to us clear of all movable equipment and floor level items. The treatment area/s to be clean,

completely dry, and oil/grease free condition and at a temperature of around 20°C. Disposal of site waste generated during the project including grindings from the floor, empty coating material containers etc. Free issue supply of the following: lighting adequate for us to carry out our works, electrical supply for our equipment (mixers, grinders & vacuums etc) minimum of 4 sockets within 5 metres of work site area, space adjacent to the works site for the temporary storage of our tools and equipment and free parking close to the building for two vehicles, on the days we are working on site. Heating and/or ventilation as required to ensure correct conditions during and after the works. Use of toilet and welfare facilities for our site personnel. Space adjacent to the works sites for the secure temporary storage of our tools and equipment for the duration of the project.

6.3 Wooden floor surfaces to be secure and without movement. Where applicable, Wood or Timber Floors are to be covered with un-treated 20mm marine ply, OSB 3 Board or similar. Screw into position 100mm centres between butt joints on joists and minimum 300mm centres within the open areas of the boards. All abutting joints to completely level with each other and all screw heads to below the surface of the boards. Ensure completely that there is no spring to all timber and joints. Other forms of timber such as chip board or thinner ply may be used, but at your risk.

6.4 Concrete. All concrete surfaces to be finished to correct finish levels and to have insulation and DPM (Damp Proof Membrane) as required by British Building Standards. Use a Razor Back to vibrate the concrete followed by a stiff vinyl brush. Brush off the surface before hard to give key. New concrete wait 28 days for drying & hardening. 78% dry and to have a hardness of at least 75 Newton's. Finished surfaces to be free from contamination, smooth, level and without holes. Where applicable concrete floors will require a self-smoothing screed or similar, tight bonding cement screed laid at least 3 days before we are due to arrive to site and is to be completely dry before the start of our works.

6.5 Self-levelling compounds. Self-levelling compounds are to have tight adhesive bond to the sub-base structure. The surface of the self-levelling compound is to be non-latex, smooth, level and without holes. Self-levelling screeds are to be laid approximately 4 days prior to our expected arrival to site to ensure that the self-levelling compound is completely dry before the start of our works. The recommended self-levelling screed materials are Ardex, Sika, Mapei or their equivalent.

6.6 It is the responsibility of the Customer to provide heating and/or ventilation as required for works being carried out and especially during cold weather periods or when working in cold areas. Ideally it is required that a constant temperature of between 15 to 20 degrees Centigrade and/or good ventilation is maintained throughout the whole treatment process, including surface preparation, material application and post application curing or hardening.

6.6.1 Should it not be possible to achieve this temperature and/or ventilation, then there can be a delay in the hardening of resin based systems.

6.6.2 The cost of additional heating and/or ventilation, should it be required, will be on the cost of the Customer, unless stated in the original quote or estimate submitted by SCGB that it is included in the price. Any heating and/or ventilation supplied by SCGB will be limited the surface preparation and application stages only. Post application heating and/or ventilation should it be required, will be on the cost of the Customer.

6.6.3 SCGB is not responsible for any loss of Customer earnings or production or product taint as result due to delays in the setting of resin based materials on work carried out in cold temperature conditions or poorly ventilated areas. Post application curing temperatures vary between different products. Guidelines for application and post application heating and/or ventilation will be given on site by SCGB and can be given in writing if requested.

6.7 LIEN. In addition to any right of lien to which the company may by law be entitled the company shall have a general lien on all goods of the Customer in the possession of the company (although such goods or some of them may have been paid for) for the unpaid price of any other Goods or Works sold and delivered to the Customer by the company under the same or any other contracts.

## **7. Warranties and Liability**

7.1 Subject to the conditions set out below SCGB warrants that:

7.1.1 Services and goods supplied will be free from defects in workmanship for a maximum period of warranty for 12 months, unless otherwise stated in writing.

7.1.2 No warranties shall be given in relation to any other aspect of the Works except as specifically agreed in writing by SCGB.

7.2 The above warranty is given by SCGB subject to the following conditions:

7.2.1 SCGB shall be under no liability in respect of any defect in the Works arising from any drawing,

design or specification supplied by the Customer.

7.2.2 SCGB shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, mechanical or thermal damage, change of use, substrate failure, abnormal working conditions, failure to follow SCGB or the manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Goods.

7.2.3 SCGB shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods or Works as stated in the original quotation has not been paid by the due date for payment or if a reduction in price has been given for the works. In the event of stage payments having been agreed and a warranty claim being made before all payments being received the payments will still be due as scheduled. In the event of any delay in payments being made due to a warranty claim, any arrears in payments are to be made within 5 working days of the work being corrected.

7.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by SCGB in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to SCGB.

7.2.5 Warranties for any Works are given subject to SCGB being satisfied that there are defects in goods or materials workmanship by way of a site survey being carried out by SCGB. If such survey does not disclose any defects in material or workmanship, SCGB's costs incurred in carrying out the survey will be payable by the Customer.

7.2.6 SCGB's liability under clause 7.1.2 is limited to repairing or furnishing materials and labour to replace only the immediate area or patch of resin which have been deemed to have failed within the warranty period from the time of completion of the works being the subject of this Contract, unless by separate and individual agreement and confirmed by SCGB in writing, the defect is due to defective workmanship or material provided or furnished by SCGB.

7.2.7 In the event of a claim and a subsequent repair being made by SCGB, SCGB is not liable for colour or texture variation in the repaired surface in comparison with the overall surface. In the event of a claim SCGB liability is limited to the replacement of the defective coating and is not responsible for any consequential losses that the Customer may incur as a result of a coating failure.

7.2.8 In the event of such a claim all site conditions and services appertaining to the original contract will apply and will be made available to SCGB without charge or further claim. If the client wishes to indemnify themselves against this clause then an additional charge of 25% of the quoted/estimated project value as detailed in the documentation relating to the project will be added to the invoice value of the work and will be paid by the client together with the main invoice for the work undertaken. If this indemnity is to be applied and the charge has been included it will be clearly stated as such on all relevant documentation.

7.2.9 In the event of SCGB having to return to site for inspection purposes and/or to make repairs not covered within the terms of the warranty as stated above or on the completion protocol then the customer will pay SCGB for the time that he has spent traveling, making the inspection/s and for the work carried out together with the cost of any additional materials, labour and equipment required to effect the repair/s.

7.2.10 The period of warranty is only applicable to the original Contract and in the event of a claim being made and subsequent repairs or replacement being made by SCGB, SCGB is under no obligation to extend the period of warranty for the repair work except where the repair work has been paid for in full as an additional cost subsequent to the main Contract.

7.2.11 Any references given to the life expectancy of any product has been based on having theoretical optimum working and operating conditions during the life of the product and having remedial repairs carried as required during the working life of the product. The overall practical life expectancy therefore could differ from the theoretical life expectancy and any shortfall would not be considered as a valid warranty claim.

7.2.13 In all cases it is the Customer's or the Customer's representative (builder, architect or other) responsibility to ensure that the substrate is of a suitable strength and consistency for the normal expected traffic usage and load bearing of which it will be used. As a condition hereof, any defects must be brought to the attention of SCGB for verification when first discovered in the material or parts alleged to be defective and a representative sample returned to SCGB if requested.

7.2.14 SCGB shall not be liable for transportation charges in either direction or any installation charges, for expenses of the Customer for repairs or replacements or for damages from delay or loss of use or other indirect, incidental or consequential losses or damages of any kind.

7.2.15 SCGB reserves the right to use improved designs of the parts to be replaced under the terms of this clause.

7.2.16 The warranty does not apply to any areas or items which have been repaired or altered by any persons other than employees or agents of SCGB in any way so as in the judgment of SCGB to affect its performance or reliability, or any failure of any materials or parts due to misuse, negligence or by mechanical, chemical or fire damage, damage caused by substrate failure or movement including but not limited to delamination, erosion or corrosion of substrate or substrate layers, general or localised breakdown of the substrate or cement based and other screeds applied to the substrate to which our resins have been applied, formation or opening of cracks, movement of expansion joints within the substrate, water, water vapour, moisture or other contamination within or coming through the substrate, thermal shock, change of use or by climatic conditions including, but not limited to damage or deterioration or colour change or fade or breakdown of the bonding resin caused directly or indirectly by sub-zero temperatures or temperatures in excess of 30 degrees centigrade, strong or prolonged exposure to UV light, other than normal indirect light and reasonable use nor shall it apply beyond their normal span of life to any materials whose normal span of life is shorter than the applicable period stated herein.

7.2.17 The following shall be considered as mechanical damage to the resin surface and shall not be considered as a warranty or quality claim:

7.2.17(i) All resin based flooring systems are prone to some degree of scratching and mechanical damage, especially those with a gloss finish.

7.2.17(ii) Heavy objects are to be lifted and placed into position rather than dragged across coated surface.

7.2.17(iii) Footwear contaminated with abrasive particles and/or rough soles may scratch the surface of resin floor coats. Heavy foot traffic areas may dull the surface of a resin floor, especially those with a gloss finish.

7.2.17(iv) Movement of motorised or similar vehicles (i.e. fork lift and pallet trucks) may scratch or mark the surface, especially those with a gloss finish.

7.2.17(v) Prolonged cleaning with abrasive cleaning agents and/or use of floor scrubbers may dull the gloss of a resin floor. The recommended cleaning is a mop and bucket with mild detergent diluted in warm water. Prior to using cleaning agents or polish, always test diluted cleaning agent or polish on a small section to check compatibility, avoid use of harsh cleaning chemicals. To restore the shine on gloss floors, at an additional cost SCGB can re-coat the floor with a gloss resin sealer coat or you may, on you cost, apply a good quality floor polish. Further details are regarding floor cleaning are available upon request.

7.2.18 SCGB shall be under no liability under the above warranty (or any other warranty, condition or guarantee) for claims or damages for slips or injuries for surface treatments either without anti-slip treatment or with a light anti-slip finish. Surface treatments either without anti-slip treatment or with a light anti-slip finish treatment are liable to be slippery when wet and additional care must be taken when the surface when using the surface. The surface will become increasingly slippery if contaminated with liquids, lubricants, powders, and/or granular substances. In all cases, whether an anti-slip finish has been applied or not, all spills and contaminations must be cleaned up immediately. SCGB strongly advise against the use of resin-based coating systems with little or no anti-slip additives or treatments in areas likely to become wet, areas including, but limited to: washrooms, toilets, kitchens, canteens, entrance ways etc. The installation of smooth or near smooth resin surfaces are entirely at the purchaser's risk and the company does not accept responsibility for any losses or injuries due to slips and falls on these surfaces. If a smooth or near smooth resin surfaces has been installed we can at a later date apply an anti-slip treatment to the affected area at an additional cost.

7.2.19 For the most part the materials that SCGB use are solvent free epoxy resins which are designed for technical applications and lengthily of service rather than decorative purposes. The materials are manually applied and during the process it is possible that marks may be left by the equipment used during the application, i.e. trowel marks, spike roller marks or paint roller marks. It is also possible that roller marks or surface tension marks such as dimples etc may be apparent after the application of surface sealer coats. Roller applied coating systems are the most prevalent in leaving marks after application and being a relatively thin coating system, the profile of the substrate will often show through the coating. Marks on the surface whether made during material application or by the surface tension of the materials themselves will not be accepted a warranty or quality claim. All resin based flooring systems (including but not limited to roller coats, self-smoothing, quarts and other resin

screeds, stone carpet screeds etc.) and treatment of surfaces are re-surfacing systems and not a re-building of the substrate (your drive, path, patio, floor or other surface) and although every effort is made to generally smooth out unevenness of the original surface. The treatment system and materials are hand applied and although we endeavour to obtain the smoothest (flattest) possible finish, it is not always possible to obtain a completely flat surface and slight undulations (dips and high spots up to 5mm) may be present after the treatment has been completed and will not be accepted a warranty or quality claim. The use of a matt sealer, where applicable, may help to reduce the visual effect of the unevenness of the surface finish. The system is a top-dressing system and will follow the contours of the original substrate and it may be possible that the finished surface will not be completely flat and some puddles of water may form and will not be accepted a warranty or quality claim. If aesthetic appearances are an issue then there are alternative materials and systems available at an additional cost.

7.2.20 Underfloor Heating. The SCGB resin flooring systems have been proven to work well with water based underfloor heating systems that have been installed under a concrete slab. There is limited experience using the SCGB resin flooring systems over electric underfloor heating systems that use a thin cement screed to cover the electric heating elements. The installation of an SCGB resin flooring system over any underfloor heating system is at Customer's own risk.

7.3 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or the Works or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified in writing sent by recorded delivery to SCGB within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Any such notification must be received prior to the expiry of the warranty period.

7.4 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or the Works or their failure to meet specification is notified to SCGB in accordance with these Conditions, SCGB shall be entitled to replace the Goods or carry out rectification work, as the case may be, (or the part in question) free of charge or, at the SCGB's sole discretion, refund to the Customer the price of the Goods or the Works (or a proportionate part of the price), but SCGB shall have no further liability to the Customer.

7.5 Except in respect of death or personal injury caused by SCGB's negligence, SCGB shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of SCGB, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the Works or their use or resale by the Customer, and the entire liability of SCGB under or in connection with the Contract shall not exceed the price of the Goods or Works, except as expressly provided in these Conditions.

7.6.1 SCGB shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of SCGB's obligations in relation to the Goods, if the delay or failure was due to any cause beyond SCGB's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond SCGB's reasonable control:

7.6.1 Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition;

7.6.2 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority;

7.6.3 import or export regulations or embargoes;

7.6.4 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of SCGB or of a third party);

7.6.5 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

7.6.6 power failure or breakdown in machinery.

## **8. Errors and Omissions**

8.1 SCGB accepts no liability for any errors and omissions relating to the accuracy of the information or technical specifications given. SCGB is not liable or responsible for any claims or statements made by its agents, servants or representatives in matters of warranty, suitability for purpose, life expectancy or

references other than those stated within these Conditions or issued by SCGB in writing on official SCGB letterhead paper and signed by a director of SCGB.

## **9. Our right to cancel**

9.1 Our quotation is given on the basis that we have suitably skilled manpower available to complete the work to a standard we consider to be acceptable and within a mutually acceptable timeframe. If it becomes apparent that the work as shown in our quotation cannot be carried out as agreed, we reserve the right to cancel and shall not be liable to you in any way for such cancellation.

## **10. Sale of products Goods or Services**

10.1 If materials, tools and equipment are sold to you these will be paid for by placing a 30% deposit when placing the order and the remainder to be paid on delivery unless otherwise agreed in writing.

10.2 Any warranty given by us in relation to materials, tools and equipment shall not exceed the original manufacturer's warranty.

10.3 Mixing and application of materials must be carried out in accordance with the instructions for application and we accept no liability for this.

10.4 It is the Customer's responsibility to satisfy themselves as to the suitability of the services, materials or goods ordered and or supplied by SCGB.

10.5 The information supplied by SCGB as to the suitability of materials or service for any given project is done so to the best of our knowledge as being accurate and correct and is given in good faith without warranty.

10.6 Users are deemed to have satisfied themselves independently as to the suitability of the products and services offered our products for their particular purpose.

10.7 In no event shall Specialist Coatings (GB) Ltd be liable for consequent or incidental damages. Specialist coatings (GB) Ltd is the supplier of these materials.

## **11. Party to the Contract**

11.1 Your contract is with Specialist Coatings (GB) Limited of PO Box 148, Battle, TN33 3BS, England. Company registered in England: 4058038.