

EXCLUSIONS

Unless specifically included in our quotation, the following are exclusions from our standard scope of supply (which are in addition to our attached conditions of sale). STL will be pleased to assist with any advice that may be required. If you would like all or some of this work to be included in STL's scope of supply, please contact your STL representative, who will be happy to assist.

- a) **Provision of services.** That is electricity, gas, oil, water and compressed air. Electrical and fuel supply requirements are detailed in our Technical Specification. It is the client's responsibility to ensure meter and distribution boards and fuel supply are adequately sized for the new plant.
- b) **Groundworks.** Preparation of floor, including the excavation and lining of any ducting that may have been specified, which must be complete, exactly to STL drawings, before delivery of equipment. The floor around the pit, and on which the booth will stand, should be smooth and level to ensure booth doors open cleanly.
- c) **Groundworks** (where STL is forming pits). Any additional works incurred in the event of unforeseen sub-terranean issues will be charged as extra. Additional costs incurred where the local authority charges landfill taxes will be passed directly on the customer. The client is responsible for advising STL of any known substrate problems, requirements or details, which may affect the construction of the pit. Any additional charges will be agreed with the client prior to completing the work.
- d) **Roof works.** Provision and making good of holes in roofs or walls for trunkings and flue. An STL engineer will indicate correct position. STL will install and secure ductwork to duct wire support anchor points (provided by client) on the roof of the building. It is assumed that the roof is made and is Health & Safety compliant for the final erection of ductwork.
- e) **Asbestos.** Unless specifically quoted for, all works quoted assume the site is free of asbestos. Any works involving asbestos require specialist attention and additional costs will be incurred. It is the client's responsibility to advise STL on the presence of asbestos and/or make a copy of site Asbestos Survey available. Any additional charges will be agreed with the client prior to completing the work.
- f) **Plant hire.** Provision of access or safety equipment required for unloading, ductwork installation and working at height is typically itemised in our quote. If not specifically included with the order, it is assumed this will be supplied by the client
- g) **External installations.** Provision and making good of flashings to walls and roofs where booths connect externally with existing building, and sealing the booth to the base/floor slab, are by client.
- h) **Oil fired booths.** Supply, siting and erection of fuel tank and fuel line to the unit including local fire valve, isolation valve and final connections to the burner.
- i) **Gas fired booths.** Supply and installation of gas pipework and connection directly onto burners, including isolation valve. Written confirmation is required that the existing main has been correctly installed, purged and tested by a Gas Safe/ACS registered installer, and clearly labelled to this extent. The existing gas supply and meter is adequately sized.
- j) **Ventilation.** It is a legal requirement under Gas Safe regulations that there is sufficient ventilation to the burners to ensure clean combustion.
- k) **Electrical supply** up to, and including a local isolator and final connection to the spraybooth control panel. The existing electrical mains supply is adequately sized.
- l) **Additional ducting** or flue required over that specified in our Scope of Supply or quotation.
- m) **Compressed air supply** to booth for paint spraying and respirators, and, where fitted, to the control valves for the Eco-System and Clearance Indicator System.
- n) Any additional building, plumbing or electrical work.
- o) Any liability for **colour variations** on panels supplied to STL by Corus UK that is within colour tolerances as detailed by Corus UK.
- p) **Sound attenuation.** Should local authority environmental regulations require the booth to be fitted with sound attenuation devices, additional charges will be made for this equipment.
- q) **Spraybooth moves.** Whilst every care will be taken, STL will not accept responsibility for any damage in dismantling, transporting or re-erecting spraybooths or for components that are found to be un-serviceable upon re-commissioning.
- r) **Workbay conversions.** Removal of electrical equipment from the spray area, and appropriate sealing of the building.
- s) **Planning.** While STL will be pleased to assist, it remains the client's responsibility to obtain the necessary approval from local authorities for the new installation, including Planning, Environmental Health, Health & Safety and Fire Departments.
- t) **Insurance cover.** It is the client's responsibility to ensure all goods, materials and equipment supplied by STL are safely stored on site when offloaded, and are covered by the client's own insurance.
- u) **Skips.** One 8 cubic yard skip, or alternative method of disposal, is required per booth, for disposal of packaging, pallets, off cuts and unused installation materials. If STL is to provide this facility this will be charged as extra.

CONDITIONS OF SALE AND INSTALLATION

1. DEFINITIONS

In these Conditions of Sale:

"The Company" means Spraybooth Technology Limited

"The Customer" means a person firm or Company who or which (a) buys or agrees to buy goods from the Company (b) otherwise agrees with the Company to acquire goods from the Company for use or re-sale by him or it or (in case of a Company) any of its subsidiary or associated companies. "The goods" means the companies spare parts, manufactured items, service or labour, which are the subject of a tender submitted to the Company by the Customer and accepted by the Company.

2. RESTRICTION ON VARIATIONS TO THE PRINTED CONDITIONS AND THE EXCLUSION OF TERMS AND CONDITIONS OF SALE OR PURCHASE OTHER THAN THOSE OF SPRAYBOOTH TECHNOLOGY LIMITED.

Unless the Company has confirmed any variation under the hand of one of its directors all the goods are sold or agreed to be sold by the Company on these conditions of sale and not otherwise and any term or conditions inconsistent herewith stipulated incorporated or referred to in any document of the Customer are hereby expressly excluded.

3. (A) THE PRICE

The price to be charged for the goods supplied by the Company shall be that quoted to the Customer and acknowledged in writing by the Company in its acceptance of the Company's tender.

(B) SPRAYBOOTH TECHNOLOGY'S RIGHT TO ALTER THE SPECIFICATION OF ANY GOODS.

The Company reserves the right in the event of any component parts or materials being unavailable to alter any specification (so far as may be necessary and so as to adhere so far as reasonably practicable to the original specification) and to substitute other suitable component parts or materials. If suitable alternative component parts or materials are not available or any such alterations would result in any material change in the nature or capacity of the goods to be supplied the Company shall notify the Customer in writing whereupon either the Company or the Customer shall have the right to cancel the order without being liable for any loss or damage suffered by the other provided always that the Customer shall notify the Company in writing within seven days of receiving such notification if it intends to cancel the said order.

4. (A) THE EXTENT OF THE CUSTOMER'S REMEDIES FOR ANY DEFECTS

The Company undertakes that in the event of any defect being disclosed in any part or parts of the goods within six months of the date when such goods were delivered new to the Customer the Company will examine such part or parts and should any fault due to defective materials or workmanship be discovered on such examination the Company will repair the defective part or parts or supply free of charge a new part or parts in place thereof provided that:

- 1) Written notice of complaint is given as soon as practicable after discovery of the defect.
- 2) The defect has not been caused by carelessness improper treatment or operation inadequate lubrication or lack of proper or regular maintenance of faults or defects in flooring roofing services or other materials or accessories provided by the Customer.
- 3) The judgement of the Company as to whether such part or parts is or are defective and as to the cause of any defects shall in all cases be final and conclusive and the Customer shall accept its decisions on all such questions.
- 4) If the Company shall supply a new part or parts in place of any defective part or parts then the defective part or parts shall become the property of the Company.

(B) EXCLUSION OF SPRAYBOOTH TECHNOLOGY'S LIABILITY FOR LOSSES ETC., FOR DEFECTS (EXCEPT WHERE EXCLUSION IS NOT ALLOWED BY LAW).

Except arising from any warranty given in writing, all liability excluded so far as permitted by Law save in respect of death or personal injury.

5. DELIVERY DATES

Any date or time of delivery and/or installation of the goods is not to be of the essence of any contract unless stated therein as a "firm agreed date" initialled specifically by a director of the Company. Any other date shall be deemed to be merely estimated and the Company shall not in such case be liable for any delay in delivery (whatsoever the cause of such delay) nor for any loss or damage caused thereby or for any consequential loss or damage arising there from.

6. TERMS FOR PAYMENT

- 1) Save where otherwise expressly agreed in writing under the hand of a director of the Company payment for all goods ordered from the Company shall be due as to 50% of the contract price on acceptance of the Company's tender, 40% upon initial delivery of the goods to site and the balance at completion of the installation.

7. CUSTOMER'S DUTY TO OBTAIN CONSENTS

The Customer shall apply for and obtain all necessary consents permissions from the appropriate local planning fire and any other competent authority for the installation of the goods and any ancillary works before the work of installation is commenced and shall notify the Company in writing of any conditions imposed. The customer shall indemnify the Company against all consequences of the infringement of any conditions or regulations not brought to the notice of the Company as aforesaid by the Customer before the installation work is commenced. If any authority shall impose any condition with which the Company is unable or unwilling to comply the Company may rescind the contract and in such case shall refund to the Customer all monies paid by the Customer to the Company but without interest costs expenses or compensation. It remains the customer's responsibility to ensure that the host building is suitable for the intended installation and is free of any encumbrance.

8. CUSTOMER'S RESPONSIBILITY FOR SITE PREPARATION ETC.

The Customer shall observe perform and be bound by the Company's conditions as to site preparation and provision of services a copy whereof has been delivered to the Customer and such conditions shall be deemed to have been incorporated in and form part of the contract between the Company and the Customer.

9. CUSTOMER'S DUTY TO ENSURE ADEQUATE ACCESS ETC. FOR INSTALLATION

The Customer shall procure that the Company is given access to all adequate workroom for the convenient installation of the goods and warrants that at the time of delivery the premises to which the goods are delivered will be made safe for the purposes of the installation thereof. The Customer shall be responsible for the components and equipment of the Company (other than the goods) while the same are on the Customer's site and the Customer shall insure the same against loss or damage by fire, explosion, aircraft, flood, theft, burglary and other usual comprehensive risks to the full value thereof.

10. FORCE MAJEURE

If performance of the Company's obligations to supply or install the goods is prevented delayed or interfered with by war strikes (whether of the Company's own workforce or that of any third party) accidents force majeure or any other cause beyond the Company's control either party may at its or his option postpone performance of the contract or cancel it altogether and in such circumstances neither party will be under any liability to the other.

11. RETENTION OF TITLE TO SPRAYBOOTH TECHNOLOGY LIMITED UNTIL PAYMENT IN FULL IS MADE (AND SPRAYBOOTH TECHNOLOGY'S ANCILLARY RIGHTS).

- 1) Ownership of the goods shall remain vested in the Company until payment of the whole of the price thereof has been received by the Company.
- 2) You The Customer acknowledge that upon delivery you are in possession of the goods and equipment solely as fiduciary for The Company and that whilst you The Customer are licensed by The Company to sell the goods this is subject to the express condition that the entire proceeds are held in trust for The Company and not mingled with other monies or paid into any overdrawn bank account nor Set off against another account and shall be at all times identifiable as The Company's monies.
- 3) As from the time of arrival of the goods on the Customer's premises they shall be at the risk of the Customer who shall arrange for the same to be insured (but not at the Company's expense) against loss or damage from whatever cause arising and the Customer will do all acts necessary to keep such insurance in force until ownership passes in accordance with the provisions aforesaid.
- 4) As from the time of delivery of the goods the Customer will:
 - a) Keep the Company indemnified against all loss or damage to the goods from whatever cause the same may arise;
 - b) Indemnify and keep indemnified the Company from and against all proceedings actions costs charges claims demands and liabilities which may arise out of the use of the goods or in respect of the goods;
 - c) Pay all licence duties fees outgoings or other charges payable in respect of the goods for the period between the date of delivery and the passing of ownership in accordance with the provisions aforesaid and indemnify and keep indemnified the Company against any such payments;
- 5) Until ownership in the goods passes to the Customer in accordance with the provisions aforesaid the Company may at any time require the Customer (at the Customer's expense) to deliver up the goods forthwith to the Company. In the event of the goods being delivered up to the Company under this sub-clause the Company will repay any part of the price already received by it less the amount of any other claim the Company may have against the Customer under this or any other contract or otherwise.
- 6) Until ownership in the goods passes to the Customer in accordance with the provisions aforesaid the Company shall have the right and is hereby irrevocably granted a licence by the Customer to enter any premises in the occupation of or under the control of the Customer at any time upon giving not less than twelve hours notice (save in the case of emergency when none need be given) of its intention to do so for the purpose of obtaining possession of the goods;
- 7) In the event that the Company re-takes possession of the goods by virtue of the provisions of this clause it shall be entitled to recover from the Customer a charge at the rate of 8% of the price of the goods for every week or part thereof the goods have been in the possession of the Customer and a reasonable commercial charge in respect of any additional expense incurred by the Company as a result of its retaking possession.

12. CONTRACT TO BE GOVERNED BY ENGLISH LAW UNLESS OTHERWISE AGREED

All contracts entered into by the Company shall be governed in all respects by English law and the Customer shall submit to the jurisdiction of the English Courts unless the Company shall elect in writing that an alternative jurisdiction applies to the contract concerned.

13. SPRAYBOOTH TECHNOLOGY'S RIGHT TO CHARGE INTEREST ON OVERDUE SUMS

Interest on any sums due to the Company by the Customer under the terms of the contract will bear interest at the rate of 8% above the Bank of England base lending rate from the last date due for payment under the terms hereof or if no specific date for payment is given then seven days after the Company shall have notified the Customer of the amount due to it or the method of calculating the sum payable to it. Interest shall continue to be payable notwithstanding the fact that proceedings for recovery may have been instituted or any judgement for the payment thereof obtained.

14. These Conditions (together with the terms, if any, set out in the Technical Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law and The Company shall insure no liability in respect of any pre-contractual statements or representations.