



Terms and Conditions of Sale

In these **Conditions** references to **the Company** are to **Wolverhampton Electro Plating Ltd, Inlex Locking Ltd, Anochrome Ltd, Anochrome Technologies Ltd, Anocote Czech Republic o.s, or Anocote Polska Sp. Z o.o** as applicable; references to the “**Customer**” are to the other contracting party supplying goods under order for processing; references to the “**Services**” are to the services to be provided by the Company as described on this page.

All quotations are given, and all orders are accepted on these terms and conditions which shall over-ride and exclude any other terms stipulated or incorporated or referred to by the Customer whether in any negotiations or from any course of dealing established between the Company and the Customer. Unless expressly agreed otherwise in writing and signed by a Director of the relevant Company, all orders hereafter made by the Customer shall be deemed to be made subject to these terms and conditions to the exclusion of the Customer’s statement terms and conditions of purchase. Neither these conditions nor any other provisions of contract shall be suspended, amended or waived except with the express written agreement of the Company. No representative, agent or salesman who is not a Director of the Company has any authority to amend or waive any of these terms and conditions or other provisions of contract.

1. Suitability for electro-plating/phosphating/ mechanical plating/dip-spin coating/painting

Whilst every care is taken during processing, no responsibility will be accepted for goods which prove to be unsuitable for the Services. All goods submitted for electro-plating/phosphating/ mechanical plating/dip-spin, and painting, must be manufactured from materials which are suitable for the Services to be applied and should be new or mill-rust only. The Company will electro-plate/phosphate/mechanical plate /dip-spin coat and paint goods in accordance with the specification set out on this page.

2. Masking and protection of protruding threads

It is the responsibility of the Customer to indicate clearly on the order any surface which does not require coating. The Customer should first ascertain that masking and protection is possible. The Company will make an extra charge for masking and gives no guarantee or assurance that such masking will completely eliminate overlap.

3. Surface conditions and markings

All articles shall be free from excessive paint, preservatives, oil, grease, varnish, heavy rust and scale and burnt on residues of anti-splatter compound and cutting fluids as determined by the Company. The cost of removing such deposits or markings and any other preparatory work will be charged as an extra. For temporary identification, marks in water soluble paints are acceptable.

4. Welding slag

It is the responsibility of the Customer to remove all welding slag and anti-splatter compounds as this will not be removed in the provision of the Services. The Company reserves the right to make an additional charge at its discretion for grit blasting, removal of welding slag, paint,

grease, oil and scale. Such additional charge shall reflect the additional costs incurred by the Company in performing these Services.

5. Hydrogen embrittlement

5.1 Certain types of metal and alloy products are susceptible to hydrogen embrittlement and the Company cannot guarantee that the Services will leave the products free from such embrittlement even after cleaning, shop-blasting, coating and de-embrittling heat treatment processes.

5.2 If requested to do so in writing by the Customer the Company shall subject the products supplied to de-embrittlement stoving or heat treatment processes for periods and at temperatures as specified by the Customer but for the avoidance of doubt and irrespective of such additional processes, the Company cannot guarantee freedom from embrittlement and the Customer acknowledges that the Services will not necessarily leave the products free from such embrittlement.

6. Matching of colour or finish and mixing

6.1 Where the Customer specifies a colour or finish by reference to a sample or description the Company shall be deemed to have satisfied its obligations if it has ensured that the goods to be painted or finished are a “commercial” match to the sample or correspond with the description as the case may be and they are also a “commercial” match with each other in accordance with the standards customary in the Company’s trade. Unless otherwise agreed there shall be no obligation on the Company to ensure that any goods or component parts are an exact match or that one batch exactly matches another, irrespective of whether the colour or finish are defined by reference to a sample or a description.

6.2 The Company shall not be liable in the event that after processing the goods are not a “commercial” match as to colour or finish if the failure to match is due or even partly due to any difference in the material of which respective articles or parts are made and/or to any difference in the process and/or treatment to which the same has previously been submitted before the goods are delivered to the Customer.

6.3 The nature of the Services provided by the Company is such that the Company does not guarantee the total exclusion of other articles and/or debris from the goods, and it shall be the Customer’s responsibility to inspect and verify the goods upon their return to it. The Company shall not be liable for any mixing of the goods, nor shall the Company be liable for any damaged caused by the Customer’s failure to rectify any mixing of the goods.

7. Specification

7.1 The Customer shall confirm the specification of Services required for the goods and the Company shall restate this in its quotation. The same specification shall be referred to in the relevant order placed by the Customer (each, an “**Order**”) into which these Conditions are hereby incorporated. The Company shall not be liable for any liabilities arising from any incompleteness, ambiguity or error caused by the Customer’s specification being used to provide the Services including the costs of any rectifications that may be required.

7.2 The Company shall have no liability in respect of defects in goods which are caused by a defect in any material supplied by the Customer or any third party.

8. Damage and/or loss

8.1 Nothing in this agreement limits or excludes the Company's:

- (a) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977.
- (b) liability for fraud or fraudulent misrepresentation.
- (c) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability that cannot legally be limited.

8.2 Subject always to Clause 8.1, the Company shall not be under any liability whatsoever for any of the following losses or damages sustained by the Customer or the Customer's customers or related third parties, or (as appropriate) their goods:

8.2.1 For any indirect, consequential or contingent loss, damage or injury whether foreseeable or not and no matter when or how arising whether in contract, tort or statutory duty; and/or

8.2.2 in each case, whether arising directly or indirectly: for any economic loss, loss of profits, loss of contract, loss of business, loss of anticipated savings, loss of use or loss of goodwill.

8.3 Subject always to clauses 8.1 and 8.2, under no circumstances will the Company's liability whether in contract, tort or otherwise exceed:

8.3.1 in respect of any one incident giving rise to a claim, a sum in excess of (i) the lower of the total price to be paid by the Customer pursuant to the Order in respect of which the loss or damage arose, or (ii) £25,000; and

8.3.2 in respect of all losses or damages to the Customer (across all orders placed by that Customer) arising in any period of twelve consecutive months, £200,000.

9. Delivery

9.1 The Company shall use reasonable endeavours to meet any performance dates specified in the Order, but these dates are estimates only.

9.2 The Customer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date specified by the Company.

9.3 Delivery shall take place when the goods are unloaded at or delivered to the Customer's premises or other location agreed between the Company and the Customer except that if the Customer collects or arranges collection of the goods from the Company's premises, or nominates a carrier for the goods, delivery shall take place when the relevant goods are loaded on to the collection or carrier's vehicle.

9.4 Where the Order provides for delivery by instalments, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the Customer to terminate the agreement nor to cancel any subsequent instalment(s).

9.5 It is the Customer's responsibility to notify the Company if the goods have not been received by the Customer within seven days of the date of receipt of the Company's invoice. If no notification is made the Customer shall be deemed to have received the goods.

9.6 The Customer shall not be entitled to reject the goods by reason only of short delivery.

9.7 In line with industry standards the Company shall not be liable to the Customer for any shortfall in goods following the provision of the Services of less than 2.5% of the goods supplied to the Company, which shall be regarded as production loss.

9.8 The Company reserves the right to refuse to collect from Customers' premises, or unload from Customers' vehicles containers which, by reason of their construction or the weight of the components within them, are deemed to be unsafe to handle, either manually or with the aid of a standard forklift truck. If it is necessary to transfer components from a Customer's container to a suitable Company-provided container the Company reserves the right to impose a charge for this, subject to pre-notification to of the Customer.

9.9 The Customer's driver has the responsibility of ensuring that each vehicle is loaded and unloaded in a safe manner.

10. Quality and inspection

10.1 In the event that the Company agrees in writing to carry out a visual inspection of the goods following processing then the Company's responsibilities shall be limited as follows:

10.1.1 to carrying out a visual inspection of the previously agreed external parts of the goods.

10.1.2 to providing a written report identifying any defects apparent from the face of the goods at the time of the inspection; and

10.1.3 the Customer acknowledges that the Company's employees are not qualified to report or advise upon the integrity of the goods should any defects be identified and it shall be the Customer's responsibility to consider such report and to take such action as it considers necessary (if any) to rectify the defects, unless such defect falls within the provisions of clause 10.3 below.

10.2 It is the responsibility of the Customer to inspect goods forthwith upon collection or delivery. Goods for onward shipment to third parties must be inspected by the Customer prior to packing or containerisation for shipping. The Company will notify the Customer when goods are available for inspection. Where inspection is required as part of the Order that inspection must be made at the Company's works and the results of such inspection shall be final and binding on the Customer. Complaints by the Customer in relation to such inspection cannot be considered after:

(i) 7 days after the date the goods have been inspected.

(ii) 28 days after the date of delivery or collection of the goods or notification that the goods are available for inspection, unless the Company has notified the Customer that it is testing the goods in which case the period shall be expanded until the test results have been notified to the Customer: or

(iii) where the goods have been shipped; or

(iv) where the Customer has submitted the goods to further processing (for example, welding, painting or coating) after delivery or collection.

10.3 In the event that goods are returned to the Company following the submission of a complaint in accordance with the time period referred to in clause 10.2 above and the Company accepts that they are defective in workmanship then the Company shall at its sole option reprocess the goods free of charge or refund the Customer the price of the Services for such goods.

Subject to clause 8.1 and 8.2, above the Company's election to refund or reprocess shall constitute the full extent of the Company's liability in respect of loss or damage sustained by the Customer or Customer's customers or related third parties in respect of such goods.

10.4 The cost to the Company of and incidental to the return by the Customer to the Company of any of the goods delivered hereunder, shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Customer who shall indemnify the Company against any such costs.

10.5 The Goods shall be at the Customer's risk as from delivery by the Company (as set out in Clause 9) and should be insured as such.

10.6 In addition to the tolerance permitted under clause 9.7, in order to ensure that the Services provided by the Company are of the highest quality the Company is authorised by the Customer to retain up to 2% of the goods supplied to it for the purposes of inspection and testing unless the Customer shall withdraw its consent by written notice, and the Company shall use reasonable endeavours to return to the Customer any goods retained under this clause 10.6 following testing.

11. Bundling, marking and labelling

If the Customer requires any or all of this work to be carried out it shall specify the same in its Order and the work and cost of materials will be charged as an extra.

12. Prices and terms

All prices quoted are subject to variation to take account of the costs of production which can vary from time to time. Subject thereto quotations will remain firm for a period of one month. In respect of Orders the performance of which may be extended for a period in excess of twelve months, the Company reserves its right to review prices annually and notify any increases forthwith to the Customer. Prices are nett and exclusive of VAT which will be charged at the rate in force from time-to-time. Payment of all sums due shall be made within 30 days after the end of the month in which the work is invoiced. The Company reserves the right to charge interest at the rate of 5% per annum above National Westminster Bank PLC base rate in force from time to time on all overdue payments (as well after as before judgment) such interest to be calculated on a daily basis from the date when payment was due until the date of actual payment. Unless otherwise agreed prices quoted are for processing. If during the process it becomes apparent that materials being processed are reactive such that ordinary treatments and processes do not produce the anticipated finish, the Company reserves the right before completion of the order to impose an increase in price beyond that quoted in compensation for the resultant additional increase in processing.

13. Sub-contracting

All or any part of the work to be carried out by the Company may be carried out by it or on its behalf by any agent or sub-contractor appointed by it. The Company shall remain liable for the acts and omissions of its agents and sub-contractors.

14. Time and force majeure

14.1 The Company shall not be strictly bound by any dates agreed upon in an Order for completion of the work but shall make all reasonable efforts to complete the work by such dates. Time shall not be of the essence of any of the Company's obligations.

14.2 The Customer shall not have any claim of any nature whatsoever against the Company for any failure by the Company to carry out any of its obligations under the contract as a result of any strike, lock-out, shortage of labour, shortage, non-availability or loss of materials, delays in transport, accidents of any kind, act of God or any other cause of whatsoever nature beyond the Company's control. In such event, the Company shall promptly notify the Customer of the start of such event and use reasonable endeavours to limit the effect of the same on the performance of its obligations. Pending resolution of the event, the Company shall not be liable for any failure or delay in performing any of its obligations under any Order for so long as, and to the extent that, its performance is prevented, hindered or delayed by such event.

15. Lien and right of resale

15.1 The Company shall have a particular and general lien on all goods delivered by the Customer to it for processing (whether wholly or partly) for all moneys (whether presently payable or not) payable by and all debts and liabilities (whether or not the period for payment or discharge for the same shall have actually arrived) of the Customer to the Company under any order and such lien shall cover such goods and equipment whether or not the Company shall at the time of exercise of the lien have begun or completed the Services in respect of such goods. The Company shall be entitled to refuse to deliver up any goods at any time unless all charges accrued due under the relevant Order and all other sums (if any) owed by the Customer to the Company under any other order shall have been previously paid.

15.2 Without prejudice to the Company's other rights of action against the Customer for breach of the Company's payment conditions, if any sum due from the Customer under any Order shall not have been paid within 21 days after becoming due the Company may upon giving to the Customer seven days' notice of its intention so to do, unless such sums shall in the meantime have been paid, sell (whether by auction or by private treaty or in any other manner) any or all the goods in the Company's possession on which the Company has a lien. The nett proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the goods prior to the sale) be paid to the Customer.

15.3 Where the Customer shall have failed to have collected goods after completion of the Services within a period of 3 months after the date of notification by the Company, to the Customer that such goods are available for collection or the date upon which the Company first attempted to effect delivery thereof, the Company may notify the Customer of its intention to sell such goods and if the Customer shall not collect such goods within fourteen days after the date upon which such notice has been given the Company shall have a like right of sale as that set out in Clause 15.2 above. The Company shall account to the Customer (subject to any lien as aforesaid) for the proceeds of sale thereof provided that if the Company shall not be able to

establish the whereabouts of the Customer (for whatever reason) the amount of such proceeds of sale shall stand in the books of the Company as a debt due to the Customer (subject to any rights of set-off or counter-claim).

16. Suspension of work and termination

16.1 Upon the happening of a specified event (defined below) the Company shall have the right forthwith to suspend all further work under any Order with the Customer (in which case the Company shall be entitled to payment on a pro rata basis for all work carried out up to the date of such suspension) and/or terminate any or all Orders forthwith by notice in writing to the Customer. A "specified event" shall occur if in relation to the Customer:

- (a) the Customer shall fail to make any payment due to the Company on the due date; or
- (b) shall cease or threaten to cease to carry on its business or if it shall appear to the Company that the Customer is or is reasonably likely to be unable to pay its debts in the ordinary course of business; or
- (c) if an event occurs in relation to the Customer which would entitle any creditor of the Customer to issue a petition for the winding-up of the Customer or if a resolution shall be passed or petition presented for the winding-up of the Customer or if a petition shall be presented for the appointment of an administrator over the whole or any part of the undertaking or assets of the Customer, or
- (d) if any encumbrancer shall seize or threaten to seize all or any of the assets of the Customer; or
- (e) if the Company is unable to obtain credit reference insurance against the Customer or such insurance for cover is revoked for any reason whatsoever or any time.

16.2 The remedies available to the Company for the breach or non-observance of these Conditions shall be available to the Company in the event of the Customer breaching any of such obligations or any collateral or separate contracts between the parties in force at the date of the order to which these Conditions apply. Such rights available to the Company hereunder shall apply in the event of a breach by the Customer or any associated and/or subsidiary company of the Customer involved at any time in a contractual relationship with the Company. In addition, the rights available to the Company under these Conditions shall apply to any associated and/or subsidiary company of the Company who is involved in a contractual relationship with the Customer or associated and/or subsidiary company of the Customer.

17. Waiver

The failure of the Company to seek damages or other remedy for any breach or to insist upon the strict performance of the terms of contract shall not be construed to condone a subsequent act of similar or other nature, nor shall it in any way be deemed a waiver of the Company's right with respect thereto.

18. Notice

Any notice required to be given hereunder must be in writing and made or effected by personal delivery, electronic mail, or by post, postage is deemed if effected by facsimile or electronic mail on the day of sending (provided that written confirmation of such facsimile or electronic mail is delivered by first class post as soon as practicable after the sending of the facsimile or electronic mail) and if effected by post shall be deemed to have been received 48 hours after the date of posting.

19. Governing Law

These conditions and the contract of which they form part shall be construed and interpreted in accordance with English Law and the Customer submits to the non-exclusive jurisdiction of the English courts in relation to any dispute arising in relation to any Order.