TD FINISHING
PAINT & POWDER SYSTEMS

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Standard Service & Breakdown Terms and Conditions

All service work is quoted on the understanding that the following terms and conditions apply.
Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of TD Finishing Ltd.

Definitions
"The Client" means the person, firm or company that contracts with TD Finishing Ltd for the purchase of any services.
"The Services" means work of any kind carried out by or the products of any kind supplied, manufactured, or sold by TD Finishing Ltd
"The Parts" as detailed on our quotation include new parts excluding general consumables such as burner electrodes, burner gaskets, inlet and extract spray booth filters, and fan belts etc as standard.
"Extras" defined as something not included in our standard scope of work.

Our Responsibilities

- TD Finishing Ltd shall not be liable for loss, (including consequential loss) in respect of defective performance to service the installation except that in such circumstances, TD Finishing Ltd, shall carry out a further service and/or replace newly fitted defective components at such time that the client reasonably requests. Any additional work shall be undertaken during normal working hours.
- Service work (labour) will be guaranteed for a period of 7 days after completion. New parts excluding general consumables will be guaranteed for a period of 3 months. Unless lack of maintenance, atmospheric conditions such as excessive heat, moisture, vibration, and poor initial design.
- The service covers only the work detailed in our service schedule or quotation. Any work in addition to that quoted or extra work found to be required on site during the quoted service will be charged for as an "extra". Any extra work would always be discussed with the client or site representative prior.
- All components or consumable items supplied and fitted as part of the service will be chargeable and detailed separately on the final invoice. Unless otherwise agreed, TD Finishing Ltd will replace ignition electrodes and flame electrodes as standard practise on any service if they are stocked in our engineer's van. Any additional items found that require replacing will be identified on site and reported to the client.

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Clients Responsibilities

- For health & safety reasons, TD Finishing Ltd staff must be always given free access to the complete plant. During the service, no part of the plant being serviced should or operated be used by the client's staff. The plant control panel will need to be isolated and "locked off".
- During the service of a plant, either by removing for inspection or by general cleaning, a part may occasionally break or fail. This is often the case if the item is old and possibly degraded by heat, continual expansion, or even old age. Testing a pressure switch for example, may cause it to break, even if it has been working prior to our service visit.
- All access equipment required to carry out the service work in a safe manner, unless agreed at the quotation/order stage, must be provided by the client. This covers scaffolding, roofing boards, scissor lifts or gene booms.
- The client must comply with all relevant statutes, bylaws and regulations relating to the plant installation and its usage's.
- The client is responsible for removing and disposing of any residue or waste produced as part of the servicing.
- The client must ensure that all routine maintenance procedures are strictly adhered to and that any specific advice by TD Finishing Ltd intended to improve performance or compliance with any regulations be carried out at the client's expense.

Dirty work - Health & Safety surcharge

- In certain instances, TD Finishing Ltd engineers must work on plant that has not been maintained to what we would classify as "suitable standards" This may warrant them working in an area that is very dusty, covered in oil, and inside ductwork and extract chambers that are covered in paint overspray. It is often the case that several face masks and gloves must be used, and overalls must be discarded after the work has been completed. In this instance a £15.00 surcharge will be applied to every engineer on site to cover the cost of new overalls.
- All costs for the replacement parts and installation of these items must be paid for by the client.

Pricing and Payments

- The price of all services shall be the quoted price, which will be binding upon the client's acceptance of quotation within 30 days.
- The price is exclusive of VAT which shall be due at the rate ruling on the date of the company's invoice. All service invoices must be paid for within 28 days' end of month of work being completed unless otherwise agreed in writing.

- New clients may need 100% by pro-forma or a deposit as required when the placing of an order and the balance of the price must be paid on delivery and completion of the services within 7 days.
- Any cancellation must be made at least 3 working days from the date of the proposed service. TD Finishing Ltd reserve the right to charge the full cost of the service if any cancellation is shorter than this 3-day period.
- If TD Finishing Ltd engineers are kept waiting and prevented from starting the service, (for a period more than 30mins after they have introduced themselves on site), we reserve the right to charge our standard hourly rate of £70.00/hr per man on top of the quoted price for the service, for all the time kept waiting, both before and during any service.
- TD Finishing Ltd may without being liable for loss resulting, elect not to carry out further work if at any time the customer has any outstanding account with it and may apply any credit arising towards payments of such other account
- If information given by the client to the company differs from that on which the quotation was based and involves the alteration of the quotation, the company may increase the price quoted to cover any increase in cost that the alteration may incur and amend the delivery date accordingly.

Delivery and Installation of Services

- TD Finishing Ltd will endeavour to meet the delivery times for the provision of all services that are specified in the order, but no guarantee is given as to delivery times at point of order which are forecasts only.
- Delivery times shall run from the date of receipt by TD Finishing Ltd of the client's order in writing.
- Delay in delivery shall not give the client the right to cancel the order.
- TD Finishing Ltd may deliver the goods or service by separate instalments in accordance with an agreed schedule. Each schedule shall be invoiced and paid in accordance with these terms and conditions.

Confidentiality

TD Finishing Ltd shall treat all information and documentation exchanged under this agreement except the engineering documentation as confidential and make it known or accessible to third parties only to the extent necessary for the performance of the contract.

Call outs and breakdowns

TD Finishing Ltd has a standard minimum charge "call out" rate of £390.00 + vat.