

Voodoo Dave's Powder Coating Terms and Conditions

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1 Introduction

These Terms and Conditions govern the provision of powder coating services by Voodoo Dave's Powder Coating (hereinafter referred to as "Voodoo Dave's") to its customers (hereinafter referred to as "Customers").

2 Scope

These Terms and Conditions apply to all powder coating services provided by Voodoo Dave's to Customers, including but not limited to the following:

- Preparation of Customer's products for powder coating
- Application of powder coating
- Curing of powder coating
- Inspection and testing of coated products
- Delivery of coated products to Customer

3 Quotations and Orders

- All quotations provided by Voodoo Dave's are subject to acceptance by Customer.
- Upon acceptance of a quotation, the agreed-upon services, prices, delivery dates, and any other relevant terms and conditions shall be finalized in writing or verbally.

4 Prices

- Prices for powder coating services are based on the estimated quantity of products to be coated, the complexity of the coating application, and the specific requirements of the Customer.
- Prices are quoted exclusive of any applicable sales tax, shipping charges, or other ancillary costs.
- Notwithstanding that an order/job has been placed/received Voodoo Dave's reserves the right to pass onto the purchaser/customer as an addition to the agreed price to be invoiced and paid in the same way any increase of

materials or parts bought in by Voodoo Dave's for use in connection with the order/job which comes into effect after the date of acceptance of the order.

- Extra work may be required to complete the job to a satisfactory finish. Voodoo Dave's will normally with permission of the client carry out such work; in the case where the client cannot be contacted then Voodoo Dave's reserve the right to carry out such further work and the client will be charged to complete the said work to a good standard.

5 Payment

- Payment terms shall be agreed upon in writing or verbally in the order form or quotation.
- Where on account, payment shall be made in full within 30 days of the invoice date, unless otherwise specified in writing or verbally.
- Late payments will be subject to a 1.5% daily interest charge, calculated from the invoice date.
- Failure to pay within the specified timeframe will result in a lien being placed on the customer's property and the goods withheld until payment has been received.
- We reserve the right to work on a pro-forma basis. All work carried out will be on a pro-forma basis unless otherwise stated.
- Voodoo Dave's may bring legal action against any late invoices which could incur additional costs or fees.

6 Delivery

- Voodoo Dave's shall make reasonable efforts to deliver coated products to Customer within the agreed-upon delivery dates.
- However, Voodoo Dave's shall not be liable for any delays in delivery caused by factors beyond its reasonable control.
- Voodoo Dave's may charge storage fees for uncollected items after 7 days.
- Unless otherwise stated transport delivery, delivery insurance and other further costs where applicable shall be charged at extra.

7 Access to the Voodoo Dave's Premises

- Unless escorted by a member of staff, no members of the public or sales representatives will be allowed to enter any part of the Voodoo Dave's works premises.
- If you enter without permission, it will be at your own risk.
- Voodoo Dave's may refuse entry to anyone who it deems to be acting in an aggressive or threatening manner.

- Voodoo Dave's reserves the right to use reasonable force to remove anyone from the premises who is trespassing or causing a disturbance.

8 Parking

- Parking on site is the responsibility of the vehicle owner and Voodoo Dave's accepts no liability for loss or damage.

9 Inspection and Testing

- Voodoo Dave's shall inspect and test coated products to ensure that they meet the agreed-upon specifications.
- However, Customer shall be responsible for conducting its own final inspection and testing of coated products prior to acceptance.

10 Warranties

- Voodoo Dave's warrants that the powder coating applied to Customer's products shall be free from defects in materials and workmanship for a period of 12 months.
- If any defects are discovered during the warranty period, Voodoo Dave's shall, at its option, either repair or re-coat the defective products.

11 Exclusions from Warranty

- The warranty shall not apply to any defects caused by Customer's negligence, misuse, or improper installation of the coated products.
- The warranty shall also not apply to any cosmetic defects that are considered normal wear and tear.
- The warranty shall be voided if chemicals are used to clean the coating.

12 Limitation of Liability

- Voodoo Dave's liability for any damages arising from the provision of powder coating services shall be limited to the actual cost of repairing the defective products.
- In no event shall Voodoo Dave's be liable for any indirect, consequential, or special damages, including but not limited to third party costs, lost profits, lost revenue, or business interruption.
- Parts that need repair under our warranty must be stripped down to component parts, Dismantling/cost of removal of parts is not covered by our warranty. Cost of refitting will not be covered by our warranties.
- Parts regularly kept within 2 miles of any sea-coast or estuary will be covered for no more than a period of 6 months.
- Marine work shall only be covered by any guarantees provided the parts or vessels are maintained and cleaned every two weeks; any damage to coated parts will render any warranty null & void. Marine work will only carry up to

twelve months warranty unless otherwise agreed at the time of order/purchase.

- Blast cleaning and Acid dipping items will be at the risk of the client, although every care is we cannot be held responsible for any loss or damage during this process. In some cases where the item or items are not suitable for blasting/dipping and /or parts that may be damaged that have not been removed by the client before work commences a verbal warning of the possible risks and general damage will be given and sign the job sheet or verbally agree to the work being carried out. This is totally at the client's risk. Shot blasting and Acid dipping are aggressive procedures. All parts not to be shot blasted/dipped should be removed by the client.

Other Terms and Conditions:

- Goods are left at owners or agents risk, damage and/or theft will not be covered by Voodoo Dave's.
- All prices quoted are subject to the addition of VAT at the ruling rate.
- Voodoo Dave's is a VAT registered business. Work will not be undertaken on a cash basis, all work will be issued with a VAT invoice. VAT will be charged at the set rate.
- Voodoo Dave's reserve the right to refuse work.
- All oil seals, bearings, rubber bushes, plastic, or any other part not suitable for powder coating need to be removed before dropping off work. Voodoo Dave's is not responsible for any damage to the above parts; we also reserve the right to make extra charges to the client for removal of parts. Voodoo Dave's does not refit any mechanical parts.
- By leaving goods with Voodoo Dave's you are entering into a contract and agree with the terms and conditions set out in this document. This document is freely available at our premises and on our website (www.voodoodaves.com).