



Terms & Conditions

Industrial Painters & Powdercoaters, (Industrial Painters (2009) Ltd hereinafter referred to as "IP") may insist upon strict compliance with the following terms and conditions despite any previous custom, practice or course of dealing to the contrary.

1. Delivery

Shipping will be made in accordance with shipping instructions received from the Customer. The acceptance of a shipment by the Customer or by any carrier specified by the Customer shall constitute a delivery to the Customer.

2. Price Increase

The price quoted, if any, is subject to increase based on any future increase in the cost of labour and/or materials and shall become effective immediately upon notice thereof being given by IP to the Customer.

3. Taxes

Should any government or governmental body, board or agency impose or increase any applicable sales, excise, goods and services or other taxes beyond those in effect at the date of any Work Order or Invoice, IP reserves the right to increase prices to the Customer by an amount sufficient to cover such additional taxes.

4. Unshipped Goods

Any unshipped balance of goods, resulting from the Customer's refusal or inability to take delivery, remaining in the possession of IP fourteen (14) days after notice given to the Customer will be invoiced to the Customer on the usual terms, and the Customer shall pay to IP storage charges of ten (10%) percent of the invoice value per month, to be billed and paid monthly. If delivery of any goods has not been completed within three (3) months from the notice, as stated herein, the Customer authorises IP to dispose of such goods for the Customer's account at such price and upon such terms and conditions as IP in its sole discretion considers appropriate, and the Customer authorises IP to deduct from the sale proceeds any and all costs incurred by IP with respect to such disposition.

5. Limit on Liability

(a) IP shall not be liable for any loss, damage or cost of the Customer incurred as a result of non-performance or delay in performance that is due wholly or partly to fire, flood, any act of God, the Queen or Her enemies (foreign or domestic), riot, act of war (whether or not declared), terrorism, labour dispute or other cause beyond the reasonable control of IP.

(b) IP's liability shall be limited in all cases, whether founded in contract, tort or otherwise, to the cost of re-coating the affected product, and IP shall not be liable for any prospective profit or for any special, indirect, punitive, exemplary, aggravated, consequential damages resulting from non-delivery, late delivery, use of, or inability of the Customer to use the Goods.

6. Remedies of PCS upon Customer's Default

(i) If payment on any Invoice is delayed by the Customer by more than 30 days from the date of the Invoice (hereinafter referred to as the "Customer Default"), IP reserves the right to exercise any or all of the following remedies:

- a. stop work at any time with respect to any goods already ordered by the Customer pursuant to any Work Order, and bill the Customer for the selling price of hours and materials in process at such date, which price shall become due and payable upon the Customer Default;
- b. complete the manufacture of goods or parts in order to put the goods into a saleable condition provided that so doing, in the reasonable commercial judgment of IP, will not result in a material increase in the damages of IP,
- c. withhold delivery of any goods not yet delivered;
- d. terminate its obligation to supply further goods under any Work Order;
- e. intercept any goods then in the course of shipment from IP to the Customer that are in the possession of a carrier or other bailee (including any bailee from the Customer) and demand and receive the return of those goods;
- f. sell or otherwise dispose of any goods completed under clause (b), withheld from delivery under clause (c) or intercepted and recovered by IP under clause (e) for such price and upon such terms and conditions as IP may reasonably consider appropriate, and the Customer shall be liable to IP for any deficiency between the proceeds realised on that sale or disposition, and the price payable to IP under any outstanding Invoice;
- g. recover by action all damages arising from the Default; and