



ABN 38 631 678 085

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SEQ Powder Coating

Standard terms and conditions

1. Terms of contract

1.1 These terms apply to the sale of goods and services by SEQ Powder Coating Pty Ltd (hereafter known as SEQPC) to you and are detailed in addition to any terms of a specific SEQPC quotation.

2. Quotes / Estimates

2.1 SEQPC quotes / estimates are valid for 30 days. SEQPC reserves the right to withdraw any quote before acceptance. This may be as a result of market fluctuations, business operational requirements or other.

3. Payment

3.1 Unless a specific SEQPC Account application is made and approved prior to placement of order, all orders are to be cash sales, meaning all goods are paid for at the time of collection / delivery.

3.2 Customers who hold a valid account with SEQPC will be required to re-apply in full for increased trading credit requirements outside of previously agreed credit limits, across a multi month period. In other words – credit limits are not per month, but rather at large, and unless monthly accounts are paid, credit limits are cumulative, and funds will need to be released for further credit to be extended.

3.3 You must pay the price (including any GST set out in the invoice) in full and in accordance with the terms set out in the tax invoice issued to you.

3.3 You must pay the price within the time set out in a tax invoice (which may be 14 days if SEQPC has agreed to extend 14 day credit to you, or 30 days in the case of 30 day credit, or any other time set out in the invoice).

3.4 If you do not pay an invoice in full strictly within the time required by an invoice, then:

(a) the full amount set out in an invoice becomes due and payable in full;

(b) in addition to any other right it has, SEQPC may terminate this contract;

(c) Overdue amounts will attract interest at the then current Commonwealth Bank of Australia bank overdraft rate; invoices for additional interest due to lack of payment will be issued and require immediate payment.



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(d) SEQPC may recover any costs incurred by it in recovering any overdue amount (including any legal costs incurred by SEQPC as a result of the default, on a solicitor and own client basis); and

(e) SEQPC may without notice terminate any credit arrangements that might have been extended to you.

4. Delivery, risk and title

4.1 Risk in any SEQPC goods passes to you upon the earlier of:

(a) actual or constructive delivery of the goods to you; or

(b) collection of the goods from SEQPC or any agent of SEQPC by your agent, carrier or courier.

4.2 Until you pay SEQPC in full for any SEQPC goods or services:

(a) you must not purport to sell the Goods or allow any person to have or acquire an interest in the Goods (including a security interest).

(b) should your company be subjected to a process of administration or liquidation, and the services of SEQPC remain unpaid, then payment of the goods and services will revert to the specific responsibility of the Administrator or Liquidator.

5. Implied terms, warranties and representation

5.1 The law implies certain terms, conditions and warranties ("Prescribed Terms") into contracts for the supply of goods and services and prohibits the exclusion, restriction or modification of certain terms, conditions and warranties, but allows the Prescribed Terms to be limited in some circumstances. To the fullest extent allowed by law, SEQPC excludes those terms, however, to the extent that they may not be excluded, restricted, or modified, then in relation to any breach of the Prescribed Terms, SEQPC:

(a) limits its liability at its option to the replacement or repair of the goods or services provided at the cost of repairing or replacing the goods; and

(b) is not liable to you or any other party for any loss or damage of any kind, including indirect or consequential losses, and SEQPC's liability is not in any case greater than the price of the goods or services rendered.

5.2 You acknowledge that, apart from as set out above:

(a) no warranty, condition, description, or representation in relation to the goods or services is given by SEQPC, expressly or impliedly by this agreement, or outside this agreement (except as set out above); and



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(b) the terms of this agreement supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of goods or services.

(c) If circumstances are agreed whereby SEQPC provides a warranty, should said warranty be called upon at anytime, SEQPC will not in anyway be responsible for the cost of removal, transport, handling, or reinstallation of the goods or any other items required to be removed or replaced as a consequence.

(d) Similarly, and in consideration of any of the above, SEQPC will not be responsible for any cost or damages from the re-powder coating of defective materials.

(e) The customer acknowledges that any recoat required due to a warranty claim, defective material, or any other reason outside of the control of SEQPC, will be done with all due care and that quality of the re-coat is not always as smooth as a first time coat. Any reapplication of product to achieve a first-time coat quality will only be at the customers direction and cost.

5.3 Nothing in these terms purports to exclude, restrict or modify any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

5.4 SEQPC is not liable for normal variations in tolerance, dimensions, weight, or quality of the goods.

6. Subcontracting

6.1 SEQPC may subcontract any of its duties under this contract.

7. Termination

7.1 SEQPC may terminate this agreement immediately by notice in writing if you:

(a) do not make payment strictly as required;

(b) make an assignment for the benefit of creditors, become insolvent or unable to pay your debts as and when they fall due, or if proceedings are commenced by or against you alleging bankruptcy or insolvency or appointing an external administrator to your assets or business; or

(c) breach any other term of this agreement.

7.2 If you breach this agreement, then in addition to any other remedies SEQPC has at law:

(a) SEQPC may elect either to terminate this agreement, or affirm this agreement, and in either case, claiming and recovering from your compensation for loss or damage suffered as a result of that breach; and



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(b) if SEQPC terminates this agreement, then in addition to any other rights, it may sell the goods to any other party.

8. Force Majeure

8.1 SEQPC will use its best endeavours to perform its obligations under this contract as soon as practicable.

8.2 You acknowledge and agree that any date given by SEQPC for performance of its obligations is an estimate only, and SEQPC is not liable in any way for any late supply of goods or performance of services (including any consequential losses).

8.3 If by reason of any fact, circumstance, matter or thing beyond the reasonable control of SEQPC, SEQPC is unable to perform in whole or in part any obligation under this contract, then SEQPC is relieved of that obligation to the extent and such for the period that it is so unable, and is not liable to you in respect of such inability.

9. General

9.1 These terms may not be varied except in writing signed by each of the parties.

9.2 This contract is made in Queensland and is governed by and construed in accordance with the laws of Queensland.

9.3 All rights and remedies of SEQPC under this Agreement are in addition to SEQPC's rights and remedies notated in a quote / estimate, credit application, correspondence or other; and are cumulative not alternative.

9.4 Any failure by SEQPC to enforce the provisions of this agreement or to exercise any rights expressed in this agreement is not a waiver of such provisions or rights and does not affect the enforcement of this agreement.

10. Customer responsibilities and recommendations:

10.1. Products shall be supplied in a suitable condition for powder coating, with rubber seals, bearings, moving parts, etc. removed. SEQPC is not liable for any damage or loss to product/parts during the preparation, processing, or removal.

10.2. Products shall be supplied free from oil, grease, contaminants, markers, stickers, wax, silicone, etc. Failure to do so may affect the quality of the finished product and may result in extra charges for removal and/or rectification.

10.3. Products required to be treated through the chemical pre-treatment system must have vent/drain holes in all hollow sections to allow adequate venting and draining of chemicals within the



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product. Vent/drain holes are the responsibility of the customer and SEQPC is not liable for any loss, damage, or defects to material and/or coating due to insufficient vent/drain holes. Failure to adequately vent/drain product may affect the quality of the finished product and may result in extra charges for rectification and/or damage to other products/equipment.

10.4. Re-coating over existing powder coating:

Due to the unknown condition of previous pre-treatment and powder coating application as well as the potential defects and/or contaminants; no guarantee on the performance or lifespan of the coating is given. New material in mill finish should be used where possible.

10.5. Coating Anodised Material

Due to the anodised layer on the substrate our pre-treatment facilities are not capable of removing or treating this material. Due to the unknown condition of previous pre-treatment and anodising; no guarantee on the performance or lifespan of the coating is given. New material in mill finish should be used where possible.

10.6. Coating *Duragal (Pre-galvanised) Material

Duragal or pre-galvanised material may have a clear polymer coating over the galvanised surface in order to protect the zinc coating from the steel mill. This clear coating may adversely affect the adherence of the powder coating layer and should be abrasively etched prior to coating. The customer may elect, against the advice of SEQPC, to coat the material without abrasive etching; SEQPC does not guarantee the performance or lifespan of coatings applied over Duragal materials that have not been abrasively etched. It is the responsibility of the customer/fabricator to ensure the suitability of the pre-galvanised product for powder coating with the steel merchant.

10.7 Coating over Hot Dip Galvanising (HDG)

HDG items shall be supplied as "No Quench" from the galvaniser. Chromate quenching from the galvaniser may affect the adhesion of the powder coating.

HDG surfaces are not always smooth and the powder coating will follow the contours of the HDG surface below, thus any lumps or runs in the galvanising will be visible in the powder coated surface. It is recommended that products be whip blasted (as per recommendations of AS4680) prior to delivery for powder coating. This will promote adhesion and remove any surface contaminants in the HDG. Note there may be an additional charge for HDG items as they will be required to be de-gassed prior to coating. SEQPC does not guarantee the performance or lifespan of coatings applied over HDG materials.

10.8. Coating over Paint

Powder coating over painted surfaces (painted with wet paint as opposed to powder coated) is not recommended as adhesion may be problematic dependant on the chemistry of the paint. It is recommended that all paint is removed from the article to be powder coated prior to delivery. SEQ PC does not guarantee coatings over primer paints, including but not limited to zinc rich primers.



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10.9. Coating over Stainless Steel

Mirror finish or polished stainless steel will require the surface to be abrasively etched to promote adhesion. Material supplied should be clean and free of oils and other surface contaminants.

10.10. Packaging & Water Damaged Material

Water allowed to sit on powder coated surfaces may result in marking of the surface. SEQ PC is not responsible for any water marking or packing marking once the product has left our yard. Items should be unpacked and stored in a sheltered and dry location prior to installation. Note packing materials may also mark material if left on the product and left in the sun or rain. SEQ PC does not guarantee packing materials used will prevent all handling damage during transport or installation.

10.11. Wet Storage Stain on Materials

Materials that are tightly packed and exposed to moisture are susceptible to oxidizing and corrosion of the material known as wet storage stain (or white rust). These affected materials may not be suitable for powder coating as the powder may not adhere to the surface. Items delivered with wet storage stain (white rust) may attract additional charges for removal prior to processing. SEQ PC does not guarantee the performance or lifespan of coatings applied over affected material.

10.12. Operating temperature of powder coating

Powder coating can withstand approximate temperature of 120 degrees Celsius. Standard powder coating is not recommended for higher temperature applications such as exhausts. SEQPC do not apply specialised high temperature products.

10.13. Coastal environment

Australian Standard AS3715 is not necessarily sufficient for long term exterior performance in harsh environments – such as that of a marine or coastal environment – and specifying powder coating to AS3715 can result in a finish that can fade or degrade prematurely. SEQPC do not guarantee performance of powder coating in corrosive environments. It is recommended that any powder coating in coastal areas are regularly washed with fresh water to minimise the build-up of corrosive chlorides. (3 monthly)

11. Care & maintenance

It is recommended in environments with low salt, low pollutant and urban areas cleaning should take place at a minimum of every twelve months. In areas where salts, pollutants and high corrosivity levels are prevalent, e.g. beachfront houses or industrial areas, it is recommended a cleaning program should be carried out more frequently at a minimum of every six months. Sheltered areas can have a higher risk of coating degradation as wind-blown salt and other debris or pollutants may adhere to the surface and not be removed when it rains. These areas may require more frequent cleaning.



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Visit manufacturers websites listed below for their recommendations:

<https://www.specifyinterpon.com.au/wp-content/uploads/interpon-care-and-maintenance.pdf>

<https://duluxpowders.com.au/wp-content/uploads/2018/03/Dulux-Powders-Care-and-Maintenance-Tech-Advice-Brochure-0218.pdf>