



**TECHNOWEST**

1391 Allec St.

Anaheim, CA 92805

(714) 774-4671 Fax (714) 784-3846

*Shop Coatings, Abrasive Blasting*

## General Terms & Conditions

A. **TRANSPORTATION** – Unless specified within Section 2.0 (Inclusions) of the formal Quotation, Techno West's proposal does not include pick-up and delivery. We will unload and reload upon completion, your firm's trucks. Special packing requirements, covering or weatherproofing will be considered an additional cost. The tie-down and security of the load shall be your firm's responsibility.

B. **MASKING** - Unless specified within Section 2.0, Techno West's proposal does not include masking and taping. Your firm shall mask or suitably protect as needed prior to delivery to our facility.

C. **SURFACE CONTAMINATES & FABRICATION DEFECTS** - Unless specified within Section 1.0, Techno West's proposal does not include removing oil, grease, old paint, lead removal or other containments. Customer to grind welds, weld spatter and sharp edges required by the specifications during manufacturer or fabrication. Caulking is not included unless specified within this proposal.

D. **DUNNAGE** - Your firm shall provide adequate dunnage and/or support for the materials or structure with each delivery to and from our facility.

E. **QUALITY** - Techno West employs a full Quality Control (QC) inspection staff, yet it is your firm's responsibility to ensure that the work performed is acceptable and meets the established requirements prior to the materials leaving our facility (Quality Assurance). Inspections by your firm and/or a 3<sup>rd</sup> party inspector at our facility are welcomed and encouraged. It is agreed that once the work is loaded and leaves our facility, it is your firm's responsibility to protect the product from damage. This includes but is not limited to damage caused by shipping, hauling, unloading, erection, improper job site storage, acts of God and exposure to aggressive atmospheric or chemical attack at the delivery site. All work not inspected and accepted prior to shipment from our facility shall be deemed acceptable. Techno West will be responsible for the specified surface preparation, specified coating system, meeting the specified thickness, performing the specified inspection testing, i.e. continuity testing/repairs and adhesion tests. The coatings will be applied in strict accordance with the specifications, industry standards and the

manufacturer's recommendations. The finish coating system shall be generally free of runs, sags, blisters, pinholes, mud-cracking, drips, voids, overspray and inadequate adhesion. Copies of Techno West's Daily Inspection Reports & Quality Control Summaries will be provided upon written request, prior to the commencement of work.

**F. DELIVERY & PICKUP** - The work shall be delivered to Techno-West at 1391 Allec Street in Anaheim, California, 92805 unless agreed upon otherwise..

**G. EXTRA WORK** - Unless specifically included within this proposal, the following is considered above and beyond the scope of work and additional charges will result if the following is found:

a. Oil, grease, release agents, soluble chlorides, and/or other contaminants which would be a detriment to the coating system and the removal thereof unless specifically addressed within Section 1-A.

b. Filling of surface imperfections (By use of Bondo<sup>®</sup>, putty, spackle, or similar fillers) such as mill markings, laminations, pits, and voids

c. Grinding sharp edges, burrs, scabs, welds, weld spatter, spurs and other surface imperfections.

d. Caulking voids, skip welds and back-to-back structural fabrications.

e. Lead paint removal and disposal.

f. Piece and/or component marking and subsequent re-identification.

**H. MATERIALS STORAGE** - Techno West's proposal includes ten (10) days of storage in our yard. Materials retained longer are subject to a storage fee of \$0.05 per square foot of yard space per day.

**I. PAYMENT TERMS** - (In general, terms are Net 30, no retention withheld, and no consideration for "Pay as Paid" between your firm and an end user)

a. **Lump Sum Proposals:** Weekly invoices will be furnished based on a mutually agreeable percentage of the overall project's completion, Net 30, no retention withheld.

b. **Square Foot and/or Weight Unit Prices:** Techno West has identified a square foot and/or weight quantity associated with your firm's project and a unit rate has been established. It is your firm's responsibility to verify that the stated quantities as identified by Techno West are accurate prior to the execution of this document. Should the square foot quantity of work performed exceed the quantity stated herein, additional charges will accrue up to and including 125% of the overall quantity at the established rate. Quantities exceeding 125% of the original quantity will result in a revision to the unit rate.

i. **Special considerations for pricing by the pound:** Each delivery of materials to Techno West by your firm shall be weighed at a public scale located at *Dycorp USA, 315 E. Ball Road, Anaheim, CA 92805* (0.6 miles north of Techno West's facility) prior to offloading. After the materials have been offloaded, the delivery truck will return to the public scale to be weighed in its unloaded configuration to determine the tare. Techno West has established an account at this facility so there will be no out-of-pocket expense for your firm's drivers. Weekly invoices will include copies of both loaded and tare weights and the delta shall become the quantity – NET 30, no retention withheld.

c. Delinquent accounts over thirty (30) days are subject to a 2% monthly service charge unless prior arrangements are made. New accounts are C.O.D. (Company check only, credit cards are not accepted) upon pick-up at Techno-West facility.

**J. SCHEDULE** – Techno West will make every effort to meet your firm's delivery requirements. Since we are not a party to site requirements, we assume no responsibility for jobsite delays, back-charges, liquidated damages and any and all inconveniences for final erection and installation. Schedules will be binding only if Techno West receives an Owner approved CPM Baseline Schedule and current updates, illustrating our scope of work as the critical path and concurs in writing. It is understood that weather and/or acts of God could delay completion and delivery.

**K. SEQUENCE** – Your firm shall be responsible for maintaining the order of work. Stage material deliveries in the order in which the work should proceed. It is not Techno West's responsibility to identify, segregate, group or package materials to suit your firm's erection sequence. Any additional handling time, in consideration of this clause, will result in additional charges.

**L. PLANT VISITORS** - Work performed by your firm's forces at Techno West's facility – If required and agreed upon in advance; Techno West will allow your firm to perform welding, inspection, testing, and minor fabrication at our facility. Evidence of insurance for Worker's Compensation, Auto, and General Liability (\$1,000,000.00 per occurrence, naming Techno West as additional insured) is a prerequisite to performing work at our facility.

**M. WARRANTY** – All materials and workmanship are warranted for a period of (1) year from the date of delivery. Techno West will repair all defects determined to be a result of defective workmanship and/or materials, as determined by a mutually agreeable third party inspection firm, the cost of which shall be both your firm's and Techno West's equal burden. Techno West does not offer any extended warranty unless specifically identified within this proposal.

Company: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_