TERMS AND CONDITIONS OF BUSINESS

Powder coating, pretreatment and associated blasting

Please read these terms carefully before leaving Items with us. These terms apply to every quotation, order and job, whether or not a copy is attached to your quotation, and by accepting a quotation or instructing us you accept them. The current version is always available at www.ludex.co.uk/terms, or we can send you a copy on request. Key points: (1) quotations are valid for 7 days; (2) payment in full is due on collection, and Items are not released until paid (approved trade accounts: 30 days from invoice); (3) Items are oven-cured at high temperature, so seals, rubber, plastics, bearings and fillers must be removed first; (4) colours and gloss can vary slightly between batches and materials; (5) we mask only where you tell us to, and the coating adds thickness that can affect threads and fits; (6) tell us if the Item will be used outdoors; **(7) Items must be collected within 7 days after we tell you they are ready. After that, they are stored at your risk, possibly outside, and we charge storage of £50 per week (or part week); (8) Jobs agreed at our workshop have no 14-day cancellation right: if you cancel, you pay for work done, materials ordered and our handling time. For jobs agreed by phone, email, online or at your premises, you can sign our early-start request (no extra charge) so that work can begin within the 14-day cancellation period (see clause 14).** (9) A priority service to move your job up the queue is available for an agreed extra charge, payable only if we meet the agreed priority date (clause 8.4). If you are a Consumer (a domestic customer), you have legal rights that these terms do not affect.

1. ABOUT US AND THESE TERMS

1.1 **Who we are.** We are Ludex Powder Coating Ltd, a company registered in England and Wales under company number 15143824. Our registered office is 75 Church Street, Bentley, Doncaster DN5 0BE and our workshop is at Rear of 289 Bentley Road, Blackwell Works, Bentley, Doncaster DN5 9TG. In these terms “we”, “us” and “our” mean Ludex Powder Coating Ltd.

1.2 **How to contact us.** You can contact us by email at info@ludex.co.uk or by phone on 07940 217180. Our office hours are Monday to Friday, 08:00 to 16:00 (excluding bank holidays). Calls and messages received outside these hours will be answered on the next working day.

1.3 **Who these terms apply to.** “You” means the person or business who asks us to carry out the work. In these terms:

(a) a “Consumer” is an individual acting wholly or mainly for purposes outside their trade, business, craft or profession (for example, someone bringing in wheels, car parts, railings or garden furniture for personal use); and

(b) a “Trade Customer” is anyone who is not a Consumer, including businesses, garages, restorers, fabricators, contractors and sole traders acting in the course of business.

1.4 **Consumer and trade clauses.** Some clauses apply only to Consumers or only to Trade Customers, and say so. All other clauses apply to everyone.

1.5 **Definitions.** “Items” means the parts, components and other goods you bring or send to us. “Work” means the powder coating, pretreatment, stripping, blasting and related preparation that we agree to carry out on the Items, together with any related services, as described in our quotation or job sheet. “Contract Price” means the total price for the Work, as adjusted under clause 3.5.

1.6 **Consumers’ statutory rights.** If you are a Consumer, nothing in these terms affects your legal rights under the Consumer Rights Act 2015 or other consumer protection law. For more information, contact Citizens Advice (www.citizensadvice.org.uk, 0808 223 1133).

1.7 **Entire agreement.** These terms, together with our quotation or job sheet, form the whole agreement between us. If you are a Trade Customer, they apply instead of any terms in your purchase order or other documents. If our quotation and these terms conflict, the quotation takes priority.

1.8 **When these terms apply.** These terms apply to every quotation, order and job, whether or not a copy is attached to your quotation. By accepting our quotation, or by instructing us to carry out the Work (including by leaving Items with us), you accept these terms. The current version is always available at www.ludex.co.uk/terms, or we can send you a copy on request.

2. QUOTATIONS AND HOW THE CONTRACT IS FORMED

2.1 **Validity.** Our quotations are valid for 7 days from the date shown on them. After that, prices and lead times may change.

2.2 **Quotations based on photos or descriptions.** A quotation given from a description or photographs is an estimate, because we cannot see the condition of the Items until we have them. Once we have inspected the Items, or once work reveals something we could not reasonably have seen, we will tell you about any change in price before we carry out any extra work.

2.3 **Acceptance.** A contract is formed when you accept our quotation (in writing, including by email, or by signing our job sheet) and hand the Items to us, or when we start the Work at your request, if sooner.

2.4 **VAT.** We are not currently registered for VAT, so we do not charge VAT. If we register for VAT, we will tell you in writing, and VAT will then be added at the applicable rate to the price of any Work we have not yet invoiced. If you are a Consumer and do not want to pay the higher price, you may cancel any unfinished Work by telling us within 14 days after we tell you. You will then pay only for the work already done, for any materials and consumables we have already ordered or sourced for your job (for example, special-order powder or blast media) that cannot reasonably be used for other work, and a reasonable charge for the time we have spent handling your job. We will give you a breakdown of these costs.

3. PAYMENT

3.1 **Payment on collection.** Unless you have an approved trade account under clause 3.4, you must pay the full Contract Price, plus any agreed extras and any storage charges, when you collect the Items or, if we have agreed to deliver them, before delivery.

3.2 **Items not released until paid.** We will not release any Items until you have paid, in cleared funds, everything you owe us for the Work on them and on any other Items we have worked on for you. We have a lien over the Items and may keep them until then. Clause 9 (storage) continues to apply while we hold them.

3.3 **How to pay.** Payment can be made in cash, by bank transfer to the account shown on our invoice, or by debit or credit card. We will give a receipt for every cash payment. We will never change our bank details by email. If you receive a message saying our bank details have changed, please phone us on 07940 217180 before paying.

3.4 **Trade accounts.** We may offer a trade account to a company or other Trade Customer, at our sole discretion and subject to satisfactory credit checks and references. For approved trade accounts, invoices are payable within 30 days from the date of invoice. We may set a credit limit for the account, and we may change that limit, suspend the account, or withdraw it and require payment before release, at any time by giving written notice. Late payment on a trade account is subject to clause 3.6, including interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

3.5 **Extra work.** If extra work is needed, or you ask for extra work, we will tell you the price and get your agreement (by phone, text or email) before we do it. We will not charge for extra work you have not agreed to.

3.6 **Late payment.** If you do not pay any sum on time, we may do any of the following, in addition to our other rights, without being liable to you for doing so:

(a) suspend any further work for you until payment is received in full;

(b) keep the Items, and any other Items of yours we hold, until you have paid everything you owe us (clause 3.2);

(c) if you are a Trade Customer, charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently interest at 8% a year above the Bank of England base rate plus a fixed sum of £40, £70 or £100 depending on the size of the debt, together with any further reasonable costs of recovery; and

(d) if you are a Consumer, charge interest on the overdue amount at 4% a year above the Bank of England base rate from time to time, calculated daily from the due date until payment, and recover our reasonable costs of collecting the debt, such as court fees. We will always write to you before taking any recovery action.

3.7 **No set-off (Trade Customers).** Trade Customers must pay all sums due in full, without any deduction, set-off or counterclaim.

4. PREPARING YOUR ITEMS AND CURING HEAT

4.1 **Curing heat.** Powder coating is cured in an oven, typically at around 180–200°C, and some pretreatment and outgassing processes may use higher temperatures. These figures are a general guide only and vary with the powder and process used. Before you hand over the Items, you must remove all seals, gaskets, O-rings, rubber, plastics, bearings, bushes, glass, wiring, electrical and electronic parts, tyres, valves and sensors (for example, wheel TPMS sensors), and anything else that cannot withstand these temperatures.

4.2 **Fillers and heat-sensitive parts.** Body filler, lead loading, solder, sealants, adhesives, resin repairs and some castings can soften, bubble, crack or fall out at curing temperatures. Please tell us about any such repairs. We are not responsible for damage to fillers or heat-sensitive parts that were left in place or hidden inside the Item, unless we failed to take reasonable care.

4.3 **Cleaning and hazardous items.** Items must be free of oil, grease and heavy contamination. Before you hand over the Items, you must tell us if they contain, or are contaminated with, anything hazardous (such as lead paint, asbestos, fuel, oil or chemicals), or if they are or include pressure vessels, gas bottles, fuel tanks or sealed cavities. Fuel tanks and other containers must be drained and cleaned first. We may refuse any such Item, or charge for extra cleaning and for handling and disposing of hazardous material safely. We will tell you the price first.

4.4 **Dismantling.** If you ask us to dismantle, remove or refit parts, we will quote for it.

4.5 **Undeclared hazards.** You are responsible for the consequences of any hazard you fail to declare under clause 4.3:

(a) if you are a Trade Customer, you will indemnify us against all losses, damage, costs (including reasonable legal costs), claims and liabilities arising from it, including damage to our equipment and premises, the cost of safe handling and disposal, and any injury to our staff or others; and

(b) if you are a Consumer, you will be responsible for any loss or damage we suffer that is a foreseeable result of your failure to tell us about a hazard that you knew about, or ought reasonably to have known about.

4.6 **Suitability of Items and materials you supply.** You are responsible for telling us what the Items are made of (for example, steel, aluminium, cast iron or galvanised steel) and for their condition and suitability for coating. Where you supply any parts, fixings or materials for us to use, you are responsible for their grade, quantity and suitability, and we are not liable for defects in them.

5. METAL TYPE, PRETREATMENT, OUTDOOR USE AND PREVIOUS COATINGS

5.1 **Preparation.** We will prepare the Items as set out in our quotation (for example, by blasting, chemical pretreatment, outgassing or priming). Blasting can reveal existing defects such as thin metal, pitting, cracks, filler, previous repairs and holes, and can distort thin sheet. These defects are not caused by our Work, and we are not liable for them.

5.2 **Galvanised, cast and contaminated metals.** Galvanised steel, cast iron, cast aluminium, alloy wheels and old, porous or contaminated metals can release trapped gases, moisture or oils during curing. This

can cause pinholes, blisters, craters or poor adhesion. We can reduce the risk with outgassing or a suitable primer, at extra cost, but we cannot eliminate it. We cannot guarantee the finish or adhesion on these materials, and we are not liable for these defects unless they are caused by our failure to take reasonable care.

5.3 **Outdoor use and specification.** Please tell us when you book if the Item will be used outdoors, in coastal or industrial locations, or where it will be exposed to heavy wear, heat or chemicals. We will then recommend a suitable pretreatment and coating system (for example, a zinc-rich primer, or an exterior-grade or high-temperature powder), and confirm the price. If you do not tell us about the intended use, or decline our recommended system, we will coat to our standard specification. We are not liable for premature corrosion or failure caused by conditions the coating was not specified for.

5.4 **Previous coatings.** Existing paint, powder coat, plating or other coatings must normally be stripped before coating, and stripping is charged extra. We will only coat over an existing coating if we agree to do so in writing, and we cannot guarantee adhesion or finish if we do.

6. COLOUR AND FINISH

6.1 **Colour and gloss variation.** Colours are matched by RAL or other reference code, or by the manufacturer's colour name. Shade, gloss level and texture can vary slightly between powder batches, between manufacturers, and on different metals, thicknesses and surface finishes. Colours can also look different depending on the light, and may differ from colour charts, samples and on-screen images. Minor variations are not a defect. If you need Items to match each other, have them coated together in the same batch. If you need them to match existing items, please tell us before we start.

6.2 **Finish standard.** Powder coating is an industrial finish. Minor imperfections such as slight texture (orange peel), small specks or dust inclusions, and small uncoated or touched-up areas at hanging or jig points are normal. They are not a defect unless they are clearly visible when the Item is viewed normally from a typical viewing distance of about 1 metre.

6.3 **Effect finishes and UV.** Some colours and effect finishes (such as metallics, candies and bright reds and yellows) may fade or change over time in sunlight, and some need a clear lacquer coat for outdoor use. We will advise you when you choose the colour.

7. MASKING, COATING THICKNESS AND OUR RESPONSIBILITIES

7.1 **Masking only where instructed.** We mask only the areas you have clearly asked us to mask (for example, threads, bores, bearing seats, mating faces or earth points). We take reasonable care with masking, but small amounts of coating may still reach masked edges.

7.2 **Coating thickness, threads and fits.** Powder coating typically adds a layer of around 60–120 microns (as a general guide only), and more where a primer or lacquer is applied or where coating builds up on edges and corners. This can affect threads, bores, tight fits, hinges and tolerances. Unless you have asked us to mask the relevant areas, re-tapping threads, clearing holes or adjusting fits after coating is your responsibility, and is not a defect in our Work.

7.3 **Standard of work.** We will carry out the Work with reasonable care and skill, using coating materials of satisfactory quality, and in line with the colour, finish and specification agreed in our quotation or job sheet.

7.4 **Subcontracting.** We may subcontract all or part of the work to carefully selected subcontractors. We remain responsible to you for any subcontracted work as if we had carried it out ourselves.

7.5 **High-value and sentimental Items.** Please tell us before you hand over any Item that is of high financial value, rare, irreplaceable or of sentimental value. We may decline the job, recommend a different process, or ask you to confirm in writing that you accept the risks described in clauses 4 and 5. We recommend that you insure such Items.

7.6 **Design and structural condition.** We coat the Items to the specification agreed with you. We do not assess the structural condition, strength or roadworthiness of the Items, and we are not responsible for

their design or for their suitability for any particular use. Any advice we give about coating systems or colours is general guidance only, unless we confirm it in writing as part of the contract (for example, in our quotation).

8. TURNAROUND

8.1 **Estimates only.** Any turnaround time we give is a good-faith estimate, not a guaranteed date, and time is not of the essence. If we can finish sooner, we will. We are a small team, and our schedule can be affected by staff sickness, annual leave, equipment breakdown, supplier lead times and other events outside our control. We will keep you informed of any delay.

8.2 **Delays caused by you.** If the Work is held up because you have not supplied all the Items, information, instructions or approvals we need, the turnaround is extended by the length of the delay. Any Items or part-finished work we hold while waiting are stored at your risk on the same basis as clause 9.3. If the delay lasts more than 7 days, we may charge storage of £50 per week (or part week) from the eighth day of the delay.

8.3 **Consumers and long delays.** If you are a Consumer and we are significantly delayed for reasons within our control, you may give us a reasonable further deadline in writing. If we miss it, you may end the contract and collect your Items, and you will pay only a fair price for any work that has been satisfactorily completed.

8.4 **Priority service.** Standard jobs are scheduled in the order in which they are agreed. If you need your Work sooner, you may ask for a priority (express) service to move your job up the queue. If we can offer it, we will quote a priority premium and a priority completion date for that job. Both must be agreed in writing (email is fine) before the priority service applies. The premium is payable only if we meet the agreed priority date. If we do not, we will not charge it or, if you have already paid it, we will refund it in full. Choosing the priority service does not change any other part of these terms. It is separate from the early-start request in Schedule 2, which simply lets work begin during the cancellation period and carries no extra charge.

9. COLLECTION AND STORAGE

9.1 **Collection within 7 days.** When the Work is finished, we will tell you (by email, text or phone). You must collect the Items, or accept delivery if we have agreed to deliver, within 7 days after we tell you they are ready. We call this the “free period”. We will only release the Items once you have paid everything you owe us (clause 3.2).

9.2 **How Items are stored.** We have no duty to store any Items indoors, under cover or with any protective wrapping or treatment, unless we have agreed this in writing and you have paid for it. Items may be stored outside. Coated surfaces are not harmed by normal outdoor storage, but any uncoated, masked or bare areas, and Items left uncoated while we wait for your instructions, may rust and weather.

9.3 **After the free period.** Once the free period has ended:

(a) the Items are stored entirely at your risk;

(b) we are not responsible for corrosion, flash rust, surface rust, weathering, discolouration or other deterioration of stored Items, or for loss or damage to them, except where caused by our deliberate act or our failure to take reasonable care (and, for Trade Customers, subject to the limits in clause 13.3);

(c) we may charge storage of £50 per week (or part week) from the day after the free period ends until the Items are collected or delivered. You must pay storage charges before we release the Items; and

(d) if any rust or weathering needs to be removed, or any other rework is needed before collection, we will quote for it and charge for that work.

9.4 **Our responsibility while we hold Items.** During the free period, and while we are working on your Items, we will take reasonable care of them, and we remain responsible for loss or damage caused by

our negligence. This does not mean we will store Items indoors or protect bare metal from natural flash rust (clause 9.2). If you are a Consumer, nothing in this clause excludes any liability that cannot be excluded by law.

9.5 **Uncollected goods.** If Items are still not collected 3 months after we told you they were ready, we may sell or otherwise dispose of them. Before we do, we will give you at least 14 days' written notice under the Torts (Interference with Goods) Act 1977. If we sell them, we will pay you the proceeds, after deducting what you owe us (including storage charges) and our reasonable costs of sale.

10. OWNERSHIP AND RISK

10.1 **Ownership.** The Items remain your property at all times. Any materials we add to them (such as primer or coating) become yours when the Items are paid for in full.

10.2 **Risk: Trade Customers.** If you are a Trade Customer, risk in the Items is yours at all times while they are with us, except for loss or damage caused by our negligence during the free period or while we are working on them. You should insure them.

10.3 **Risk: Consumers.** If you are a Consumer, we will take reasonable care of your Items while we hold them, as described in clause 9.4, and storage after the free period is covered by clause 9.3. We recommend that you check whether your own insurance covers items left with a third party.

11. CHECKING YOUR ITEMS ON COLLECTION

11.1 **On collection.** Please inspect the Items carefully when you collect them (or when they are delivered), and tell us straight away about any problem with the Work, any visible damage or any missing part. This lets us put it right quickly.

11.2 **Trade Customers.** If you are a Trade Customer, you must report any visible defect or damage to us in writing within 2 working days of collection or delivery. If you do not, the Work will be treated as accepted, except for defects that could not reasonably have been seen on inspection.

11.3 **Consumers.** If you are a Consumer, raising issues on collection helps us resolve them quickly, but you can still tell us about a problem later. Reporting a problem later does not affect your legal rights.

12. COATING WARRANTY

12.1 **Warranty.** We guarantee our coating workmanship for 3 months from the date of collection or delivery. If the coating peels, flakes or blisters during that time because of a defect in our preparation or application, we will strip and re-coat the affected Item free of charge, or, if that is not practical, refund the price of coating it.

12.2 **Exclusions.** The warranty does not cover:

(a) mechanical damage, including impacts, chips, stone chips, scratches, abrasion, damage from tools or over-tightened fixings, and damage during fitting, transport or use;

(b) damage from chemicals, including solvents, fuels, brake fluid, paint stripper, acid or alkaline wheel cleaners, de-icing salts left on the surface and other harsh cleaning products, or from pressure washing at close range;

(c) heat beyond the rating of the coating, for example on exhausts or engine parts, unless we agreed to use a high-temperature coating;

(d) defects caused by the material or condition of the Item (clauses 5.1 and 5.2), by coating over previous coatings (clause 5.4), or by heat-sensitive parts or fillers (clause 4);

(e) corrosion in conditions the coating was not specified for (clause 5.3), or corrosion that spreads from damaged, masked, uncoated or internal areas;

(f) gradual fading, chalking or colour change from sunlight and weathering (clause 6.3), and fair wear and tear; and

(g) misuse, lack of reasonable cleaning and care, or alterations or repairs by anyone other than us.

12.3 **How to claim.** To claim, contact us at info@ludex.co.uk with a description and photos of the problem, and return the Item to us, or let us inspect it, so we have a reasonable opportunity to put it right.

12.4 **Consumers' legal rights.** If you are a Consumer, this warranty is in addition to, and does not replace or limit, your legal rights. Under the Consumer Rights Act 2015, services must be carried out with reasonable care and skill, and the coating we supply must be of satisfactory quality (including reasonably durable) and fit for any purpose you made known to us. These rights continue after the warranty period ends.

13. OUR LIABILITY

13.1 **What we do not exclude.** Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

13.2 **Consumers.** If you are a Consumer, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable. We are not liable to you for any business losses, such as loss of profit or business interruption. If we lose or damage your Items through our negligence, we will repair or replace them, or pay you their reasonable value.

13.3 **Trade Customers.** If you are a Trade Customer, subject to clause 13.1:

(a) we are not liable for any loss of profit, revenue, business, contracts or goodwill, or for any indirect or consequential loss, however caused;

(b) our total liability arising under or in connection with the contract, whether in contract, tort (including negligence) or otherwise, is limited to the Contract Price; and

(c) the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent the law allows, except the terms as to title.

13.4 **Insurance.** We hold public liability insurance. Details are available on request.

14. CANCELLATION

14.1 **Jobs agreed at our workshop.** Most jobs are agreed in person at our workshop when you drop off your Items. A contract made in person at our workshop does not come with a legal right to cancel within 14 days. Once the job is agreed, you may still cancel it at any time before the Work is finished by telling us, but you must pay for the work already done, any materials and consumables we have ordered or sourced for your job (for example, special-order powder or blast media) that cannot reasonably be used for other work, and a reasonable charge for the time we have spent handling your job. You must then collect your Items within the free period.

14.2 **Jobs agreed by phone, email, online or at your premises.** If you are a Consumer and the contract is made away from our workshop (for example, at your home) or at a distance (for example, agreed entirely by phone, email or online before you send or bring us the Items), you have the right to cancel within 14 days of the day the contract is made, without giving any reason.

14.3 **Starting work early.** If you want us to start work within those 14 days, you can sign the early-start request in Schedule 2 (or ask us to by email). There is no extra charge for this. If you then cancel within the 14 days, you must pay a proportionate amount for the work done up to the time you tell us you are cancelling, plus the cost of any materials we have already ordered for your job. You will lose the right to cancel once the Work has been fully performed.

14.4 **Items and materials ordered to your specification.** Where we order or make anything to your specification, such as special-order or custom-colour powder ordered specifically for your job, the right to

cancel does not apply to it once it has been ordered, and we may charge for it in full where the law allows.

14.5 **When we will start.** For jobs covered by clause 14.2, we may decline to order materials or start work until you have signed the early-start request or the 14-day cancellation period has ended.

14.6 **How to cancel, and refunds.** Tell us clearly that you want to cancel, for example by email to info@ludex.co.uk or by letter to our workshop address. You may use the model cancellation form in Schedule 1, but you do not have to. To meet the deadline, you only need to send your message before the 14 days end. We will refund any payment you have made, less any amount due under clauses 14.3 and 14.4, within 14 days of the day you tell us. We will use the same payment method you used, unless you agree otherwise, and we will not charge a fee for the refund. You must then collect your Items within the free period.

14.7 **Cancellation by us.** We may decline any job, or stop work and return the Items, if we reasonably believe the Items are unsafe or unsuitable for the process. If you fail to pay any sum due within 14 days of our written reminder, or if you are a Trade Customer and you become insolvent, we may end the contract. If we cancel for a reason within our control, you will not have to pay for work that has not been completed, and we will refund in full any advance payment for that work within 14 days.

15. EVENTS OUTSIDE OUR CONTROL

15.1 **Delays outside our control.** We are not responsible for delay or failure to perform caused by events outside our reasonable control. Examples include extreme weather, fire, flood, pandemic, war, civil unrest, government action, strikes (other than by our own staff), material shortages, failure of utilities or equipment breakdown we could not reasonably prevent, or delay or failure by suppliers or carriers. We will tell you as soon as possible, take reasonable steps to minimise the effect, and agree a revised timescale with you.

15.2 **Prolonged events.** If the event continues for more than 8 weeks, either of us may end the contract by written notice, and we will refund in full any payment for work not provided.

16. COMPLAINTS

16.1 **How to complain.** If you are unhappy with any aspect of our work or service, please contact us at info@ludex.co.uk or on 07940 217180, giving your quotation, job or invoice number. We will acknowledge your complaint within 3 working days and aim to respond in full within 14 days. We will always try to resolve problems fairly and promptly.

16.2 **Further help.** If you are a Consumer and we cannot resolve your complaint, you can contact Citizens Advice for free, independent advice.

17. YOUR PERSONAL INFORMATION

17.1 **How we use your information.** We use your personal information (such as your name, address, phone number, email address and photographs of your job) only to provide quotations and carry out the Work, to take payment, to keep records required by law (such as tax records) and to deal with any warranty claims. We will share it only where necessary, with our suppliers, subcontractors, accountants and professional advisers, or where required by law. We will not sell your information. We keep it only as long as necessary, usually 6 years after the job for accounting and warranty purposes. You have rights under UK data protection law, including the right to see the information we hold about you. Please contact info@ludex.co.uk with any data protection question, and see www.ico.org.uk for more information.

17.2 **Photographs.** We may photograph or film the work, including during preparation and installation, for our records, for quality control and for marketing (for example, on our website and social media). We will not identify you, your address or any other personal information in marketing material without your consent.

If you are a Consumer and would prefer us not to use photographs of your job for marketing, just tell us and we will not do so.

18. GENERAL

18.1 **Transfer.** Neither of us may transfer the contract to someone else without the other's written consent, except that we may use subcontractors under clause 7.4.

18.2 **Severance.** If a court finds any part of these terms invalid, the rest will continue to apply.

18.3 **No waiver.** If we do not enforce a right straight away, we can still enforce it later.

18.4 **Third parties.** Only you and we have rights under this contract. No one else may enforce it under the Contracts (Rights of Third Parties) Act 1999.

18.5 **Notices.** Notices under these terms may be given by email. Notices to us must be sent to info@ludex.co.uk.

18.6 **Changes to these terms.** We may update these terms from time to time. The version in force when the contract is formed applies to your contract.

18.7 **Governing law.** These terms and any dispute arising from them are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction. If you are a Consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

SCHEDULE 1 – MODEL CANCELLATION FORM

(Consumers only. Complete and return this form only if you wish to cancel the contract.)

To: Ludex Powder Coating Ltd, Rear of 289 Bentley Road, Blackwell Works, Bentley, Doncaster DN5 9TG.
Email: info@ludex.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] / for the supply of the following service [*]:

Quotation / order number:

Description of goods or services:

Ordered on [*] / received on [*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is sent on paper):

Date:

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[*] Delete as appropriate.

SCHEDULE 2 – REQUEST TO START WORK DURING THE CANCELLATION PERIOD

(Consumers only – optional. See clause 14.3.)

I/We ask Ludex Powder Coating Ltd to start work before the end of my/our 14-day cancellation period. I/We understand that there is no extra charge for this, and that if I/we cancel within that period, I/we must pay a proportionate amount for the work done up to the time I/we tell you that I/we are cancelling, plus the cost of any materials already ordered for my/our job. I/We understand that I/we will lose the right to cancel once the work has been fully performed, and that items or materials ordered to my/our specification (such as custom-colour powder) may be charged in full where the law allows.

Quotation / job number:

Name:

Signature:

Date: