

# TERMS OF AGREEMENT FOR SURFACE TREATMENT OF METALS

The surface treatment branch group at The Federation of Finnish Technology Industries has approved these terms and conditions in 2015.

## 1. GENERAL. SCOPE OF APPLICATION

These terms and conditions shall be applied for surface treatment deliveries and, as applicable, for such deliveries partially consisting of surface treatment work, together with the general conditions for the supply (MET 03), if agreed by the parties verbally or in writing.

## 2. CALL FOR TENDERS AND OFFER

The call for tenders shall preferably be given in writing, if possible, and provided with sufficient detail, particularly the following:

- the product meant for treatment described through illustrations, number of products, material, surface quality, and service conditions
- quality requirements of the surface treatment
- applicable standards
- the required inspections and the documentation thereof
- delivery time
- contact person responsible for the call for tenders
- special environmental requirements (e.g. waste collection and treatment)

The offeror must be given sufficient time, and no less than seven (7) days, to make the offer. The offer shall be detailed to correspond with the call for tenders and it must include the following additional information:

- price
- terms of payment
- delivery term
- insurances
- contact person responsible for the offer
- delivery time and where and when the customer must deliver the product for surface treatment.

The offer is valid 30 days from the date unless otherwise agreed. A response compliant with the offer shall be binding.

## 3. CONTRACT WITHOUT THE PRECEDING BIDDING PROCEDURE

If the contract is made without the aforementioned calls for tenders and offers, it will be made in accordance with the parties' agreement and/or applicable law and such standards that are valid at the consummation of the contract.

## 4. TERMS OF PAYMENT

- 4.1 The payments shall be made according to the terms agreed by the customer and the supplier.
- 4.2 The invoice shall be dated on the delivery day, meaning the day on which the treated product is ready to be collected according to the contract.
- 4.3 An interest based on section 4, subsection 1 of the Finnish Interest Act shall be applied for delayed payments.
- 4.4 Unless otherwise agreed, the term of payment is 14 days net from the date of the invoice.

## 5. TERM AND TIME OF DELIVERY, TRANSPORTATION, STORAGE

- 5.1 The term of delivery is EXW (Incoterms 2000) unless otherwise agreed. The packaging of the products shall be agreed separately.
- 5.2 The customer shall take care of the transportation of the surface treated products after receiving the notification that the product is ready for delivery. If finished products require storing beyond the agreed delivery time, and the overtime is not caused by the supplier, the supplier is entitled to compensation for the damage caused by the customer's inability to contribute to the execution of the sale as agreed, or by the customer's inability to collect or receive the product on time.
- 5.3 The delivery time shall be agreed separately for each delivery.
- 5.4 The agreed delivery time shall begin upon the arrival of the quantity or consignment of products for coating.  
If the features of the product meant for treatment, such as the degree of purity at the time of the acceptance inspection, differ from that which has been agreed, the customer must be notified immediately. The notification shall also include the effect of the deviation on the price, delivery time, and other details of the contract.

## 6. PRICE, PACKAGING, RECEPTION

- 6.1 The price is EXW without packaging unless otherwise agreed. Value added tax is not included in the price.
- 6.2 If a unit price has been agreed for the work, the customer must check the quantity of units at the final inspection, if such inspection has been

agreed upon. The final inspection shall be done on the delivery day of the product at the latest. Changes in quantity made by purchaser before the delivery day shall not affect the due date of the invoice.

## **7. INSPECTION AND ACCEPTANCE OF THE SURFACE TREATMENT**

If the surface treatment costs rise due to e.g. changes in exchange rates, significant increases in raw material costs and energy costs, import costs, taxes or other fees collected by authorities, or other factors independent of the supplier in a manner that cannot have been anticipated when determining the delivery price, the supplier shall have the right to change the agreed price in accordance with the increased costs. The price change must, however, be negotiated with the customer.

If the surface treated coating requires an inspection and measurement protocol document, the customer must inform thereof accordingly at the time of the order.

## **8. FORCE MAJEURE – CANCELLATION**

Both parties shall have the right to cancel the contract if the agreed delivery has been significantly delayed, however, the duration of the originally agreed delivery time at most due to e.g. a work incident or a financial cause that was unknown of at the time of entering into the contract.

The cancellation notice must be made in writing, and the parties shall not have the right to claim a compensation for the damage caused by the cancellation.

## **9. GUARANTEE AND PERIOD OF GUARANTEE**

The supplier shall provide a guarantee for its workmanship and the materials used in accordance with the scope and extent as separately agreed.

## **10. LIABILITY FOR DAMAGE**

If the product meant to undergo surface treatment suffers (structural) damages caused by the supplier's actions that cannot be fixed without replacing components, the supplier shall be liable to reimburse the value of the object's raw materials and redo the work free of charge.

The supplier shall have no other liabilities for damage.

## **11. CHANGES**

Amendments and supplements to these terms of agreement must be agreed in writing.

## **12. THE ORDER OF APPLICATION OF THE STIPULATIONS**

Should there be contradictions between the written contract concerning the delivery, technical specifications, or these terms of agreement, the stipulations of the written contract shall be applied first, the technical specifications second, and these terms of agreement third.

## **13. APPLICABLE LAW AND DISPUTE SETTLEMENT**

The Law of Finland shall apply to the contract. Possible disagreements arising from the contract that the parties are unable to settle together shall be finally settled at the general court of first instance of the supplier's domicile.

# TECHNICAL SPECIFICATIONS OF ANTI-CORROSIVE PAINTING AND COATING

Reset a form 1a

Customer																		
Contact person											tel.							
Supplier																		
Contact person											tel.							
Attached to	call for tenders				nr													
	offer				nr													
	order				nr													
1. Measurements of and quality of surface																		
	length				m	- casting												
	width				m	- pipe												
	height				m	- welded												
	weight				kg	- splashes												
	amount				kg													
	area for treatment				m <sup>2</sup>													
	drawings																	
2. Degree of rusting according to standard SFS-ISO 8501-1 EN-ISO 8501-1 + S																		
	A				B				C				D					
3. Environmental conditions SFS-EN ISO 12944-2																		
	C1				C2				C3				C4			C5-I C5-M		
4. Applying standards and/or the required surface treatment																		
	• pre-treatment																	
	• protection																	
	• blast cleaning (according to standard SFS-ISO 8501-1 EN-ISO 8501-1 + S)																	
	Sa 2				Sa 2½				Sa 3									
	(also paint types)										(thickness of dry coating (µm))							
	ground coat				x					total								
	undercoat				x					total								
	undercoat				x					total								
	top coat				x					total								
	top coat				x					total								
colour shade																		

5. Inspections																		
		cleanliness inspection (inspection of salinity and yield of washing)																
		blast cleaning																
		coating thickness measurement (thickness of ground coat, undercoat and top coat)																
		porosity inspection																
		adhesion																
6. Maintenance painting (according to standard ISO 4628-3)																		
- degree of rusting Ri		0			1			2			3			4			5	
7. Packaging																		
8. Mode of transportation																		
	train		lorry		other													
Transportation handled by																		
	- customer																	
	- supplier																	
9. Separate agreements e.g. protection of object and steel work (SFS 8145 or SFS-ISO 8501-3)																		
	Date				Signature													

# TECHNICAL SPECIFICATIONS OF ELECTROPLATING

Reset a form 3a

Customer					
Contact person				tel.	
Supplier					
Contact person				tel.	
Attached to	call for tenders			nr	
	offer			nr	
	order			nr	
1. Product					
2. Material					
	aluminium		copper		other
	steel		brass		
3. Surface treatment					
	anodising		coppering		brassing
	galvanisation		nickel facing		decorative chrome plating
	hard chrome plating				other
4. Standard		and coating thickness (µm)			
5. Pre-treatment					
	pickling		grinding		stress relief annealing
	polishing		other		
6. Finishing treatment					
	polishing		dehydrogenation		
	chromate coating		grinding		other
7. Holes for leachate and air			will be made		will not be made
8. Test series			will be made		will not be made
9. Suspension systems			included in price		billed separately
10. Packaging instructions					
11. Transportation			handled by customer		handled by supplier
12. Other special conditions e.g. drawings					
Date		Signature			

# TECHNICAL SPECIFICATIONS OF HOT-DIP GALVANISATION

Reset a form 4a

Customer				
Contact person				tel.
Supplier				
Contact person				tel.
Attached to	call for tenders			nr
	offer			nr
	order			nr
1. Product				
2. Main measurements				
3. Thickness of materials, steel quality, and number of products				
4. Weight				
5. Surface treatment				
		coating thickness		
		standard SFS-EN ISO 1461		
		special requirements		
6. Additional treatment				
		special cleaning		
		discharge orifices		
		others		
7. Inspection requirements				
8. Packaging				
9. Manner of delivery				
10. Delivery time				
11. Special notes				
	The customer is responsible for making sure that the part and the materials are suitable for hot-dip galvanisation			
Date		Signature		