



# Terms and Conditions

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## Purpose

The purpose of our terms and conditions agreement is to establish clear and concise terms for our services, outlining the rights, obligations, and expectations of both parties. This agreement helps to mitigate potential disputes, reduce legal risks, and establish a framework for a successful and mutually beneficial relationship between our company and our clients.

## Corresponding Documents

The following documents must be used in conjunction with our terms and conditions.

Document
CVPC Specifications Guide
CVPC Surface Finish Appearance Guide

## 1. Scope Planning

### 1.1 Quotations

We provide obligation free quotations for all your powder coating and sandblasting requirements. Please send details of your project through to us and we will get back to you with a quote, based provided information. All quotations are valid for 30 days from the date of issue. For ongoing or standard items, we may be able to provide a pricing guide.

#### Quote Channels

- Visit one of our facilities.
- Email enquiries to [Admin@cvpc.au](mailto:Admin@cvpc.au)
- Utilise our website quote link <https://cypowdercoaters.net.au/quotation>

Due to variables involved, we do not provide quotes over the phone Any pricing obtained over the phone is indicative and is subject to inspection of goods.

### 1.2 Turnaround times

We offer two turnaround schedules to our customers.

#### Standard Turnaround

Delivery within 3-7 business days (excluding public holidays and weekends) from the day after receipt of goods. During peak periods, extended lead times may apply.

#### Express Turnaround

Express turnaround comes with an additional processing fee and is intended for urgent jobs that require completion within 3 business days or less (excluding public holidays and weekends).

Goods must be received prior to 2pm. Please ensure that you forward the purchase order(s) via email before the goods arrive. Express requests received after 2pm without prior notice will be treated as delivered next day. Although we make every effort to process all Express orders within 24-48 hours, there may be times when we are unable to do so. Please note that our Express service does not guarantee overnight processing, and extra lead times may apply during busy periods. An additional fee is applicable to all Express requests, and no exceptions will be made.

While we aim to complete all jobs within above turnaround schedules, CVPC does not assume any responsibility for jobs that cannot be supplied as requested. Additionally, extra delays may occur during peak periods, such as the lead up to Christmas. To avoid any delays, we request that all deliveries be accompanied by a detailed purchase order.

### 1.3 Colour Selection

CVPC does not make colour selections on behalf of customers and will only proceed with an order upon receipt of written confirmation specifying the required colour and finish. While we are available to offer advice on colour matching, the final decision regarding the colour and finish of the product rests solely with the customer.

### 1.4 Colours and finishes

- Not all finishes (Texture, Flat, Matt, Satin, Gloss) are available in all colours.
- Manufacturers regularly add and discontinue colours without notice, according to demand.
- Wet paint colours do not always match powder coating colours. Whilst wet paint can be mixed to match powder colours, powder cannot be easily mixed to match wet paint colours.
- Some powder colours are made-to-order from the powder manufacturers and are sourced from interstate. These colours require a minimum of 4-6 weeks notice to be manufactured and minimum quantities apply.
- Even though all care is taken by powder manufacturers, slight differences between batches may occur. For this reason, we highly recommend all material being processed at the same time using the same powder batch to avoid slight colour variations in the same project. Batch variations are beyond our control.
- Textured powder ranges have a thicker end result than standard powder and this needs to be taken into consideration in the design tolerances of the project.
- Some powder ranges that contain pearlescent/mica and metallic pigments which scatter and reflect light in a random way so exact colour uniformity should not be expected. Subtle colour and appearance changes occur when viewing in different light, at different angles and from varying distances. This must be considered when specifying large visible areas of a project. Items such as cladding, perforated and expanded aluminium sheets can be troublesome as they are typically installed side by side. Different spray directions of each piece will result in each piece or panel appearing slightly different. It is recommended that each project is coated with the same batch of powder, by the same applicator, in the same direction, at the same time. Variations in colour finish and final appearances are beyond our control.
- CVPC does not stock each colour

With hundreds of colours to choose from, it is impossible for us to stock each one especially as powders have a finite shelf life. However, we receive daily deliveries of powder so if we do not have it in stock, we can order it in for your project (subject to stock availability at the powder manufacturer). Advance notice of larger projects is necessary to avoid delays. Colour charts are available from our office or you can refer to the powder manufacturer websites for current colours and finishes:

### 1.5 Warranties

CVPC is accredited to provide certain warranty work on behalf of powder manufacturers. Please note that this is not a CVPC warranty and as such warranties need to be pre-approved and signed off by powder manufacturers. As such powder manufacturers terms and conditions also apply.

Warranty requests need to be made prior to receiving the goods as it can take some time to obtain approval. Lead times are longer and express service is not available with warranty scopes as we need to record and test goods prior to completion. Extra nonstandard job records and testing is required to complete warranty work, as such these scopes attract a \$500.00 + GST fee and cannot be offered retrospectively.

For larger ongoing warranty scopes, we require notification of completion within 30 days of the last powder coated item so that we can arrange for warranty close out and certification. Final warranty certificates are then released once final payment is made.

More warranty information and forms can be found at <https://cypowdercoaters.net.au/powder-coating-warranty> Alternatively please contact [Admin@cvpc.au](mailto:Admin@cvpc.au) for more information.

## 1.6 ITR's (Inspection Test Report)

CVPC can provide ITR's with your job, this will outline process taken along with powder codes and batch numbers. Please note that ITR's attract a \$50.00 + GST fee and are required be clearly noted on your PO on delivery. ITR's cannot be completed after the job as relative information is not recorded for every job.

## 2. Scope Commencement

### 2.1 Purchase Order (PO) Requirements

- ONE PURCHASE ORDER PER COLOUR/FINISH. If more than 1 colour/finish is specified on a purchase order, an invoice will be issued per colour/finish – not per purchase order.
- Please assist us by specifying your requirements/correct specifications on all orders. Colour finishes must be specified on each order, including finish required. It is your responsibility to choose and specify colours.
- CV Powder Coaters will not proceed with an order until written notification has been received as to the colour and finish required.
- Clearly specify that “Written Warranty is Required” for each PO for warranty projects. Even when the warranty project is pre-approved, warranties will be offered only to the POs which request the warranty in writing.
- Please clearly itemise all items, provide dimensions, any specific preparation instructions and critical information regarding drill hole locations, no-coat areas etc., and include any specific packing/wrapping instructions on ALL purchase orders, regardless of whether they are for a recurring/ongoing job or not. CVPC will not be responsible for any reworks or repairs for drill holes which are in the incorrect location. Items hung from these drill holes with hooks will leave small imperfections and cannot be avoided – please consider this in determining where items are to be hung and in the overall design requirements.
- Where orders are delivered that require sorting by us (i.e., orders delivered for different colours/orders but bundled together) or require measuring and/or counting due to insufficient information on purchase orders/accompanying paperwork, may incur a Labour Fee of \$50 per 30 minutes or part thereof, at our discretion.
- purchase orders are to be emailed to [admin@cvpc.au](mailto:admin@cvpc.au) Please email purchase orders the day before or when goods have been despatched to us. This avoids confusion where we receive goods that are not labelled and we have multiple purchase orders for the same item and will also assist us in scheduling workloads which will, in turn, minimise turnaround times. Prior arrangements must be made for large forward orders
- If goods are not received within 10 business days of PO receipt, the order will be closed automatically.
- CV Powder Coaters will not be held responsible for any damage caused by loading or transport - ensure your drivers inspect finished orders, check packaging etc. and advise how they want goods packaged and loaded. Staff are here to help.
- Purchase orders must accompany all deliveries. Goods are to be clearly labelled/marked up prior to delivery. Where we are not able to ascertain which goods belong to which purchase order or customer, they will be placed in a holding area until such time as they can be identified.
- All requests for work must be in writing. Emails are sufficient where your business does not utilize purchase orders however must still clearly state quantity, colour required and dimensions of goods.
- Pick-ups and deliveries are the responsibility of customers – CV Powder Coaters does not offer a pick-up and delivery service. Our Admin team will notify you when your order is complete.
- All completed orders are to be collected from our premises within 5 business days unless prior arrangements have been made with us. We do not take any responsibility for items left on our premises beyond this time and we may charge reasonable fees (\$25.00 / day) for storing the goods
- Any product claims or discrepancies are to be made in writing within 5 business days from collection of the goods to [admin@cvpowdercoaters.net.au](mailto:admin@cvpowdercoaters.net.au).

Failure to comply with the above terms and conditions will result in delays in processing orders.

## 2.2 Made to Order (MTO) & Large batch powder ordering.

A deposit is required to be paid to CVPC for all large powder colour orders or MTO colours. This is to cover the cost of the powder should unforeseen circumstances arise, and the order is cancelled by the customer. Once powder orders are lodged with the manufacturer, they cannot be cancelled, and we request that the cost of the powder is covered so we are not left with powder we are unable to use. The deposit will be refunded on the final invoice for the job. If the order is cancelled by the customer and we have already placed the order for powder, the deposit will be forfeited.

## 2.3 Order Deliveries and collections

Deliveries and collections can be made between 7:30am and 3:30Pm Monday to Friday (excluding Public Holidays)

- To enable quality control checks to be completed each morning, orders cannot be collected or delivered prior to 7.30am. Any drivers arriving before 7.30am without prior arrangements will be asked to wait or return later. CVPC will not be responsible for any waiting time costs incurred by customers for this reason.
- Completed orders will not be released until necessary quality checks have been performed. Please do not arrange couriers, drivers, etc. to collect orders until advised by us that the order is ready for collection.
- If any items are collected urgently to meet deadlines before the quality checks are done, CVPC will not take responsibility for the quality of the finish
- Delivered orders must be accompanied by a purchase order or paperwork (refer purchase order requirements). Orders left in our yard without accompanying paperwork will be delayed until we are advised full order requirements in writing.
- Large, bulky items are to be delivered on suitable pallets. No items are to be left directly on the ground under any circumstances. If a pallet is not suitable, orders are to be placed in one of our available trolleys. CVPC will not be responsible for any damage to orders which are not on an appropriate pallet or placed in a trolley on delivery.
- Orders are not to be delivered or collected without reporting to one of our team members.
- During busy times, drivers may be required to wait until access is available and we ask that drivers remain with their vehicles whilst waiting and be patient. We request that drivers respect the other businesses in the street and do not block driveways whilst waiting. Unfortunately, there is no designated street parking on Meares Way and any visitors that park on the road, do so at their own risk.

## 2.4 Zero tolerance

At CVPC, we are committed to maintaining a safe and respectful workplace environment for all employees, customers, and visitors. We have a zero-tolerance policy towards any form of violence, threats, harassment, discrimination, intimidation, or disruptive behaviour, whether physical or verbal, as well as intentional damage to property or any behaviour that may cause another person to feel threatened. This policy applies to all individuals visiting our premises.

Any individual who engages in conduct that poses a threat to the safety or well-being of our employees or visitors or intentionally damages our property will be asked to leave our premises immediately, and we will engage appropriate authorities to ensure their swift removal. Furthermore, we encourage visitors to notify us immediately if they feel unsafe or threatened at any time while on our premises.

We take pride in our culturally diverse workplace and expect all staff and visitors to treat each other with dignity, courtesy, and respect. By adhering to these standards, we can ensure a safe and harmonious workplace environment for everyone.

### 3. Scope Completion

#### 3.1 Quality Control

CVPC will try to ensure that all work will meet specified finish quality. Any imperfect product is processed again to rectify issues. These quality control checks take time which is why we request arrangements are not made to collect orders until notified that they are ready.

However, because of the nature of different substrates and extrusions, sometimes imperfections and quality issues do arise and are sometimes missed in the quality checks.

CV Powder Coaters will rectify imperfections (where possible) but will not be held responsible for any removal, installation, replacement, or transport costs associated with items returned for rework that have undergone installation, whether partial or full. It is the responsibility of customers to ensure that the finished order meets standards prior to installation. It is strongly recommended that orders are inspected whilst at our premises. If there are any issues, they can be rectified quickly without the additional time and cost to transport back to us. Order discrepancies must be advised within 48 hours of order collection.

#### 3.2 Completed Orders

CVPC uses standard wrapping and packing foam, plastic wrap, or sleeving. This packaging must be removed promptly or kept shaded where possible while wrapped. Items are wrapped for local transport only and the wrapping is to be removed prior to storing or use. Once the order has been collected, it is your responsibility (at your own cost) for the storage of the goods whilst in transit. Wrapping and packing for country or interstate orders is available for an extra charge and must be clearly specified prior on the purchase order being received to ensure we have sufficient packaging available.

Do not leave plastic-wrapped items in direct sunlight or in bad weather as it may result in marking of the powder coating. CVPC will not be held responsible for damage to goods after they leave our premises. If you and/or your driver does not accept the way an order has been wrapped/packed, please bring this to our attention prior to loading where it can be rectified immediately, before it leaves the factory.

#### 3.3 Storage of Orders

Due to limited laydown space all goods must be processed within a timely manner, all information is required at drop off so we can process jobs and goods are required to be picked up on completion.

- CVPC does not take any responsibility for goods left in our yard beyond 5 business days.
- Plastic-wrapped orders left in extreme weather conditions may result in damage to the powder coating. We do not have any areas to be able to store goods undercover.
- Completed Orders are to be collected within 5 business days of being notified of their completion. If orders are not collected within this time goods may be moved without notice to our secure off-site storage facility and will incur a \$50 / day storage fee for each order until collection has occurred. C.O.D./Non-Account Holders will be required to pay any storage fees and/or transportation costs in full prior to collection, in addition to the cost of the order.
- Once goods have been moved to our off-site storage facility, we require 24 hours' notice to arrange transfer back to our facilities.
- Goods/orders delivered and left in our yard where we have not received written order requirements for 3 business days will incur a \$25/day storage fee for each order until the order can be commenced. This includes any period where we are awaiting advice for colours/finishes.

#### 3.4 Care & Maintenance

To ensure the life of your asset is maximized and to comply with warranty requirements maintenance program should be implemented. Detailed care instructions are available on the powder manufacturers websites. The frequency of recommended cleaning varies depending on conditions and environment. Some of the influencing factors that can impact the life of powder coating include UV light and pollution.

Examples of chemicals that will cause damage are:

- Turpentine
- White Spirits
- Thinners
- Sunscreen

#### 4. Payment Terms & Accounts

- MasterCard, Visa and Direct Deposit to our bank account. Sorry, we do not accept any cheques, American Express or Diners Club. For non-account holders/C.O.D. accounts, payment is required before goods will be released. Credit card payments can be made over the phone or in person (during office hours only).
- All card transactions (MasterCard, Visa and Eftpos) attract a 1.10% surcharge.
- CVPC does accept Cash (exact amount only)
- For account holders, if any payment to CV Powder Coaters is overdue, in whole or in part, a credit hold will be placed on the account until such overdue payment is received by us in full. No further work will be undertaken until the overdue amount is received.
- All changes in business ownership, change in shareholding or in the composition of the board of directors of your business which has the consequence that the persons in control of the business change, must be notified to us within 14 days prior to the change.
- We offer 30 Day EOM accounts for regular customers, subject to approval and acceptable trade references from at least 2 Australian businesses. Please contact our office (admin@cvpc.au) to arrange an application form.
- Account holders must comply with payment terms. Where an account holder fails to pay accounts within these terms repeatedly, the account will be closed, placed on a C.O.D. term and all outstanding monies will become due for immediate payment. CV Powder Coaters will (and does) pursue outstanding accounts through legal avenues. If you experience any difficulties in paying your account, please let us know and we can work out a suitable repayment program however this will mean no further work can be undertaken until the debt is paid in full.
- If paying by direct deposit to either of the above accounts, it would be appreciated if a remittance advice is also emailed to admin@cvpc.au
- Our bank details for payment of invoices/accounts are: BSB 066-165, Acc 10467167





<b>Company Name:</b>	CVPC Pty Ltd	
<b>A.B.N.</b> <b>A.C.N.</b>	69 664 640 359 664 640 359	
<b>Street Address:</b>	5 Meares Way, Canning Vale 6155 26A Tacoma Circuit, Canning Vale 6155	
<b>Postal Address:</b>	PO Box 1137, Canning Vale 6970	
<b>Contact Persons:</b>	Kopi (General Manager) Taylor (Manager) Pepi (Administration & Accounts) Mark & Karen Wiese (Directors) <i>(Not for general enquiries)</i>	
<b>Telephone:</b>	Kopi Taylor Office	0433 482 149 0451 203 233 9455 3669 (Mon-Fri 7.30am-3.30pm)
<b>Email:</b>	Kopi Taylor Office	kopi@cvpc.au taylor@cvpc.au admin@cvpc.au  <i>Please email all purchase orders to admin@cvpc.au</i>