

1. SALES TERMS

1.1. New customers will be required to pay Proforma invoice (BACs / or card payment accepted, unless otherwise stated). Accounts customers are to be invoiced after delivery / collection of goods, and for invoices to be paid 30 days at the end of the following month in which goods were received (unless otherwise stated). Title of deeds / transfer of ownership passes over after being paid in full.

1.2. If a customer defaults on payment owed to Spectrum Welding Supplies Ltd due to neglect, bankruptcy, insolvency, voluntary or compulsory liquidation, then all goods remain property of Spectrum Welding Supplies Ltd, until paid in full. Title of deeds / transfer of ownership shall not pass over to the customer, and Spectrum deserves the right to collect those goods from site.

1.3. If defaulted payments are incurred during a hire to buy agreement, then equipment will remain property of Spectrum Welding Supplies Ltd, and the hire to buy agreement revoked, regardless of duration and amounts paid towards the total sale price. The hire to buy agreement will then revert back to a standard hire agreement, whereby we reserve the right to collect the property of Spectrum Welding Supplies Ltd.

1.4. If any of the events set out in Section 1.3 above occurs in relation to you, then Spectrum Welding Supplies Ltd reserve the right to enter, without prior notice, any of your premises (or premises of third parties) as seen in Section 2.4 of our terms and conditions, where property of Spectrum Welding Supplies Ltd such as our equipment and/or products, will be collected, retained and brought back to Spectrum Welding Supplies Ltd. Prevention or failure to load our equipment will result in aborted collection charges, legal ramifications, and involving the police.

2. REFUND / RETURNS POLICY / DELIVERY POLICY

2.1. In the event of returning goods, the customer has 14 days from date of receiving their purchase, and a further 14 days to bring those goods back to our Chesterfield depot, for a refund. The goods must be returned unopened, unused, and brand new as sold for a refund in full.

2.2. After 30 days from date of purchase, in the event equipment is faulty, we will repair / replace those goods (unless otherwise agreed).

2.3. If a customer tries to fix a faulty item themselves, then no refunds can be applied.

2.4. If the customer orders specific goods / equipment (.ie made to order / large quantity of consumables ordered in), these goods are non-refundable (non-negotiable).

2.5. If the customer pays an upfront deposit / Proforma invoice in full for specific equipment / goods ordered, and cancels the order, the funds will not be refunded.

2.6. In the event of returning goods (from stock), the customer has 14 days from date of receiving their purchase, and a further 14 days to bring those goods back to our Chesterfield depot, for a refund. The goods must be returned unopened, unused, and brand new as sold for a refund in full. Re-stocking charges may apply subject to what has been ordered.

- 2.7.** After 30 days from date of purchase, in the event equipment is faulty, we will repair / replace those goods (unless otherwise agreed).
- 2.8.** If a customer tries to fix a faulty item themselves, then no refunds can be applied.
- 2.9.** If the customer orders very specific goods / equipment (.ie made to order), the quote will state beforehand that these goods are non-refundable.
- 2.10.** If the customer pays an upfront deposit for goods ordered, and cancels the order, the deposit will not be refunded.

3. E-COMMERCE

3.1. We have a 30-day return policy, which means you have 30 days after receiving your item to request a return. To be eligible for a return, your item must be in the same condition that you received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase. To start a return, you can contact us at info@spectrumweldingsupplies.co.uk

3.2. Please note that returns will need to be sent to the following address:

Spectrum Welding Supplies Ltd, Spectrum House, McGregor's Way, Turnoaks Business Park, Chesterfield, S40 2WB, United Kingdom.

3.3. If your return is accepted, we'll send you a return shipping label, as well as instructions on how and where to send your package. Items sent back to us without first requesting a return will not be accepted.

You can always contact us for any return questions at info@spectrumweldingsupplies.co.uk

3.4. Damages and Issues. Please inspect your order upon receipt and contact us immediately if the item is defective, damaged, or if you receive the wrong item, so that we may evaluate the issue and make it right.

3.5. We also do not accept returns for hazardous materials, flammable liquids, or gases. Please get in touch if you have questions or concerns about your specific item.

3.6. Exchanges. In the event equipment needs to be exchanged for being faulty (during a warranty period or within 30 days days), and if unable to be repaired, the equipment must be returned to Spectrum Welding Supplies Ltd.

3.7. European Union 3 day cooling off period. Notwithstanding the above, if merchandise is being shipped into the European Union, you have the right to cancel or return your order within 3 days for any reason and without justification. As above, your item must be in the same condition that you received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase.

3.8. Refunds. We will notify you once we've received and inspected your return to let you know if the refund was approved or not. If approved, you'll be automatically refunded on your original payment method within 10

business days. Please remember it can take some time for your bank or credit card company to process and post the refund too.

3.9. If more than 15 business days have passed since we've approved your return, please contact us at info@spectrumweldingsupplies.co.uk

3.10. Products sold through the website are typically stock items, available for collection and for delivery next day (after the payment has been processed and in our account). In the event an item / machine is purchased and is not in stock, please allow for a 3 to 5 day delivery, subject to type of equipment purchased. In the unlikely event the lead time is longer than 5 days, we will email you and notify you. You have the option for a refund in lead full should the time not be sufficient.

4. QUOTATION VALIDITY

4.1. Quotations are valid for 30 days from date of quotation (unless otherwise stated).

5. WARRANTY SALE TERMS

5.1. All used equipment sold comes with our standard 3 months warranty (unless otherwise stated). This excludes incurred damages / human error. In the unlikely event of any required warranty repair, the transport costs for equipment to be sent back to our Chesterfield workshop must be covered by the customer, as well as return haulage costs to be covered by the customer, including overseas / international customers.

5.2. All new equipment comes with 1 year manufacturer's warranty as standard (unless otherwise stated). In the event the product is 'deemed defective' by the manufacturer (subject to investigation / usage), then the manufacturer of the new equipment (that Spectrum have supplied) will cover the repair costs, and costs for transport (collection / delivery) from our Chesterfield depot, during the warranty period (if the fault is covered under warranty).

5.3. If the equipment becomes faulty during the warranty period, the manufacturer can potentially collect from the customer's site. We at Spectrum would arrange this for you, on the manufacturer's behalf. The customer would be expected to box up the equipment up appropriately, for a courier collection. If the machine is larger and requires palletising, the customer would be expected to safely palletise, strap, wrap and secure the equipment to that pallet, for a haulier to collect. If the equipment (to be collected for warranty repair) is not strapped properly, and falls off a pallet during transport, and is damaged, this damage is not covered under warranty, and would be for the customer to pay. We advise that customers take pictures of a machine after being palletised (to be collected for warranty repair), to prove it was strapped properly (in the unlikely event of problems during transport).

5.4. Warranty excludes incurred damages / wear and tear usage / human error faults. If a machine design flaw has been discovered, is a repeated problem on the same machine and / or other models, that can be identified and proven, and if the manufacturer agrees, then the repair cost will be covered by the manufacturer.

5.5. Warranty repair for new equipment would either be carried out by the manufacturer at your site, or for the equipment to be brought back to Spectrum, and carried out in our Chesterfield workshop / or sent back to the

manufacturers workshop / service centre (depending upon the fault and / or machine). Subject to the type of machine (weight / size / specification) the repair work may be doable at the customer's site.

6. HIRE TERMS

6.1. Hire plant equipment must be returned in the same condition it was received, and cleaning charges may apply if required. Any damages will be chargeable, and in the event the equipment is lost / written off / crushed / smashed / dropped / beyond economical repair / considered unfit for use, it will be charged to the customer in full based on the brand new asset value.

6.2. All welding and cutting torches (MIG / TIG / MMA stick / Air Arc Gouging Torch / Plasma) are part of a hire plant machine package, and are classed as a wearable 'consumable' part (customer use). In the event a torch is damaged ie. Worn out, chopped, leaking water, broken in any way, the customer will be invoiced for this damage. The equipment is to be returned in the same condition it was sent (with a working torch). Spectrum will be able to supply a replacement torch upon request (whether collected / delivered).

6.3. If equipment is damaged whilst on hire due to abuse / neglect / usage outside in adverse weather conditions / dirty environments / overuse (ie. day and night shift operating the machine at full power), then damage charges will apply. If overused, this would be determined by the type and nature of the damage, and will be evident from the fault / issues if damaged due to machine abuse. Certain faults are indicative of over use, and can only be caused by over use, as equipment has duty-ratings / load capacity limitations.

6.4. As stated in this terms and conditions Section 10.4 below, onus and responsibility is on the customer to cross reference machine data that we supply, before hiring a machine ie. a welding positioner maximum load capacity chart emailed beforehand. We will also ask questions in relation to the job the welding positioner is to be used for, to make sure that the customer does not over load the welding positioner. If the customer ignores this information and doesn't check the weight / dimensions of the job they're positioning / turning, in relation to the welding positioner maximum load capacity chart, and does result in overloading the welding positioner, then damages charges can apply. This may result in a total machine replacement (subject to damage), as overloading can destroy multiple expensive mechanical and electrical components, and can become uneconomic to repair / replace components in relation to the cost to buy a complete replacement machine. Damage to components caused by overloading is evident of overloading, and can only be caused by overloading ie. disintegrated worm gears / slewing ring gears etc. In the event of damaging a positioner due to overloading, the machine will undergo investigation, and a costings passed onto the customer.

6.5. If hire plant is damaged by the customer, the customer must also pay for '*hire down time*' (which is the standard weekly hire rate) whilst the machine is unable to be hired out (until repaired). If there is a lead time for parts needed to repair a machine, hire down time charges will still apply.

6.6. If hired equipment hasn't been used during the hire period (for whatever reason), this doesn't mean a customer can refuse to pay for that hired equipment ordered. Whilst on hire, the equipment is on hire. To off-hire equipment the customer must email joe@spectrumweldingsupplies.co.uk, and receive an off-hire reference number.

6.7. Long term hires may require services contracts, which the customer is required to pay for. The service work must be carried out by Spectrum. It is the customer's responsibility to bring hire plant equipment back to

Spectrum's workshop for service, at their cost (unless otherwise specified), and the customer's responsibility to collect the serviced hire equipment.

6.8. Spectrum Welding Supplies Ltd reserves the right to terminate a hire contract at any given point (for any reason), and collect our hire plant equipment from the customer / site where the goods are located.

6.9. In the unlikely event hire plant equipment breaks down, Spectrum Welding Supplies Ltd do not agree to cover our customers costs for 'loss of earning' for any down time on any job, for any given reason.

7. HIRE PAYMENT TERMS

7.1. Hire invoices must be paid 30 days end of invoice month. For ongoing continuous hires the customer would be emailed an invoice for the end of that hire period month, to be paid 30 days end of the invoice month (EOM). BACS / Bank wire transfer / car payments are accepted.

7.2. For all 'hire to buy' long term finance agreements, the agreed total amount (based on what would be paid at the end of the hire) must in paid in full. If off-hired early before the hire to buy term has ended, the contract agreement will result in the customer still having to pay the total amount in full. Failure to pay invoices based on 30 days end invoice month, will result in Spectrum's hire plant being returned until paid for in full, with no-refunds for hire paid, outstanding debt still owed (with no refunds), and the overall amount left to pay (based on the hire to buy duration) will also still be owed in full (for the total amount). Once paid, title of deeds will pass over.

7.3. If equipment is off-hired at any point during the month (hire terminated), an off-hire invoice will be emailed afterwards, stating the weeks / days hire charges for that month (to be paid 30 days EOM).

7.4. In the event the customer cancels a pre-booked hire, they must pay the quoted weekly hire charge amount for that pre-booking duration, from the date of pre-booking, to the day of cancellation (loss of hire charges).

7.5. In the event the customer is late paying past 30 days EOM, then Spectrum reserves the right to cancel the hire contract, attend site where the equipment is located, and collect our hire plant. Collection charges will also apply. If we are refused, and unable to attend site to collect our equipment, legal action will be brought against you, involving the authorities.

7.6. In the event the customer off-hires equipment, and wants to return themselves, then off-hired plant must be returned within 48 hours of off-hire. If not, the hire equipment remains on hire until returned, and weekly / day rate charges will apply until returned back to our depot. Spectrum reserve the right to collect off-hire equipment if required, and the customer will be made to pay collection charges.

7.7. All customers must notify us via email when off-hiring equipment, and / or by phone. An off-hire reference number will be given. If off-hired hire plant is delivered back with no prior warning, then the off-hire date will be the date returned.

7.8. All quoted 'long term 12 month+' discounted hire rates apply/go into effect after being on hire for 12 months.

7.9. If the customer is late paying / ignoring invoices / not responding to calls and emails, then court action will be brought against you, whereby you will be made to pay the amounts owed, interest, and our solicitors fees.

7.10. Bank holidays (day rate) that fall within that month, will be deducted off the monthly hire rate.

7.11. We do not offer 'hire suspend'. The Christmas 'hire suspension' period may be requested by the customer, but will not be suspended any earlier than the 24th (close of business 23rd December), which will then restart from the 2nd January.

7.12. All hire equipment has a 1 week minimum hire charge (even if off-hired before 7 days). Day rates apply after 1 week (7 day week), which is the weekly rate divided by 7.

7.13. In the event hire plant equipment is damaged by the customer, the customer will be invoiced for that damage they have caused, to be paid 30 days EOM. In the event the hire equipment is damaged beyond economical repair, the customer will be invoiced for that asset value in full based on brand new sale cost.

8. HIRE BREAKDOWN TERMS

8.1. In the unlikely event of our hire equipment becoming faulty during a hire, we offer a breakdown support service with plant engineers available to attend your site (subject to availability). In the unlikely event of parts being non-repairable on site, we carry replacement parts / can order them in / have machines to swap over.

9. REPAIR TERMS

9.1. A quote for the welding machine repair will be emailed to the customer before we proceed to fully fix the machine. A lot of the time we have to physically do the actual repair in order to get a the fault diagnosis. If the customer chooses to not proceed with the repair, the customer must wait for us to undo the repairs made (before coming to collect the machine / receiving the machine back). Any and all components we may have fitted to the repaired machine will be removed.

9.2. We charge £50 per hour for our specialist engineer labour time required. This £50 p/hour charge applies to diagnosis as well, even if the customer choose to not proceed with the overall repair. For example, if we have spent 3 hours removing parts and testing PCBs, the customer will have to pay £150 + VAT total. We cap the amount of hour allocated to diagnosis at 8 hours maximum (£400 + VAT). If the custom chooses to not proceed with a repair, we also charge £50 p/hour to undo the repairs made, which is also capped at 8 hours, however 8 hours is rare, and most of the time this doesn't go over 2 hours. The maximum a diagnosis could potentially cost, should the customer not proceed, is £800 + VAT (this includes the £400 diagnosis repair time and £400 to undo the repairs).

9.3. When diagnosing a repair, we determine (if possible) how the initial fault has occurred, and the reasons for the component(s) failing ie. worn out / over loading etc. In doing so, we try to foresee any and all potential faults associated with the fault, and quote the repair accordingly based on all the associated parts and work required, beforehand. This is to try and prevent any unforeseen 'additional' repair work once underway. Therefore, in rare instances, a repair and refurb quote for welding machines and automated positioning equipment, can sometimes be subject to change during the job, depending upon the fault(s) (stated in the initial quote seen above in section 9.1). Additional faults (hidden at the time unless fully stripped once repairs are fully underway) may be found during the repair, ie. other issues found on PCBs once another PCB is repaired,

or a damaged welding positioner geared keyway, which can be difficult to get out and access unless fully dismantled once work is underway, or a leaking gearbox with a cracked gear connected to a secondary gearbox (and a potential worn worm gear due to excessive overloading). These faults can sometimes be impossible to find during diagnosis, without applying excessive man hours and a complete strip down. This is a rare occurrence, however we will make the customer aware, and the customer will have the option to opt out of the repair.

9.4. Repaired machines come with 1 week warranty after the customer has started using the repaired machine (or used on 7 separate occasions), and it is operational as intended for those 7 days. The 7 day warranty excludes misuse and human error. If the fault re-occurs, or a different fault, re-occurs after 7 days of usage, this is typically indicative of another issue, and the repair would not be covered under warranty (subject to the fault). The only time that the repair would still be covered under warranty, is if we are to blame for incorrectly fitting a component ie. not crimping a water fitting on properly and the torch / cooler is leaking etc. In certain instances such as this, it would be resolved free of charge. We would have to investigate to see if the reason is our fault, before confirming if the repair is to be done under warranty. To reiterate, certain repairs can be complicated, and a process of elimination may be required (subject to complexity), to found out how the fault originally occurred (so it doesn't happen again). Again, this may mean once repaired, the fault may arise again (due to hidden / defective / intermittent parts that interact with other parts), and other faults could occur, or the same fault again. This then allows us to narrow down the fault, within a complicated chain of possible reasons without replacing everything - which would be costly and uneconomical), which would need repairing accordingly.

9.5. Typically an additional fault would likely be the cause of the original fault, which is sometimes impossible for us to determine before / during / and after the repair ie. a phase-fault in the customer's workshop, or on site metal dust getting inside a machine and blowing up a PCB etc. Sometimes on occasion, a repaired machine needs to go back into service for a solid week after being repaired, for us to know if the repair has been a complete success, or if other issues are responsible for the original fault ie. over-loading / over usage of duty rating etc. Note, that in a worst case scenario, additional repairs may need to be made, and the original repair to be carried out again, and charged accordingly. This is the risk a customer takes when repairing used / old equipment, as opposed to buying new.

9.6. Once the repair is quoted, and the customer wants to proceed, we have been asked in the past for individual man hour time sheets, individual costings on components that have gone into a PCB repair within an overall repair, and other unnecessary and timely breakdown of repair diagnosis explanations. This will categorically not be provided and pandered to, when certain customers adopt an excessive attitude towards scrutinizing a repair.

9.7. We test the repaired equipment extensively, and repeatedly, in our workshop, to make sure there are no intermittent faults, and that the fault doesn't occur again in any capacity whilst we have it in our workshop. Repairs are occasionally videoed and / or photographed, to document the repair process and / or the results of the repair. A machine will be returned to a customer working (damage done in transit does not apply).

9.8. If a customer's machine is damaged in Transit by a courier that we have organised .ie. DPD / Pallet Line, we will take it up with the haulier, which tends to be an insurance process. In the extremely rare event that it is deemed that the customer has not strapped the faulty machine correctly to a pallet, who has sent us the faulty machine for repair (collected by our haulier), and it has fallen off and smashed for example, this cost would be

covered by the customer, and responsibility is on the customer to cover for those additional damage costs. Spectrum and the haulier are not to cover the costs of incorrectly packaged equipment sent to us for repair.

9.9. In the event a repaired machine becomes faulty again, for whatever reason, whether the same fault 1 week or 1 month later, or another fault occurs after a repair is carried out, the machine must be brought back to Spectrum for us either resolve, or fix the additional fault. If the customer decides to take the faulty equipment elsewhere to be repaired, the original repair invoice must still be paid.

9.10. We will advise the customer accordingly if a machine is worth repairing, based on if it is uneconomical in relation to the amount of time and parts required to fix it, in relation to the cost of us supplying a used ex-hire fleet or new machine equivalent with manufacturer's warranty, to replace the faulty machine with. If a faulty machine is worth repairing, we would suggest that it is, for example based on the price difference of buying a used / new replacement, and if the repair is a guaranteed long term fix, and that it won't breakdown again due to old age in 12 months' time etc.

10. EQUIPMENT TESTING

10.1. Spectrum Welding Supplies Ltd hire plant equipment has been tested in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER), CE Mark regulations 89/392/EEC, and the European Product Supply Directives (machine declaration of conformity assessments), as part of 'ensuring the machinery remains safe for use'.

10.2. Mechanical factory acceptance tests are in-line with BS EN 62381:2012 (*Automation systems in the process industry. Factory acceptance test (FAT), site acceptance test (SAT) and site integration test (SIT)*), BS EN ISO 13854:2019 (*Safety of machinery. Minimum gaps to avoid crushing of parts of the human body*).

10.3. Electrical factory acceptance tests are in accordance with BS EN 7671 18th Edition (*Requirements for Electrical Installations. IET Wiring Regulations*).

10.4. Spectrum Welding Supplies Ltd will supply fit for purpose equipment. We will ask relevant questions relating to the customer's job, to ensure the equipment we supply has been calculated, and is suitable / safe for the job. Equipment supplied can include for example load charts / specifications data plates, to make sure the customer / operator understands the limits and capacities, of our equipment supplied (to prevent damage / improper use).

10.5. Tests are carried out, documented in our workshop throughout the process, before it leaves our workshop. Testing procedures have been carried out by competent engineers, in-line with relevant standards / requirements, trained in-house, with relevant experience working with that equipment. Before used equipment is sold, it is serviced, checked, and tested, before it leaves our facility. This ensures all products are in safe working order. For international orders, video testing is available, for additional working verification.

10.6. Mechanical and electrical 'Factory Acceptance Tests' (FATs) certificates can be issued upon request. Equipment testing depends upon the type of equipment sold, and does not apply to brand new boxed equipment (unless otherwise stated), which will include declaration of conformity certification within the manual supplied (hard copy and PDF).

Best regards.



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