which they are placed.
9. SUB-CONTRACTING
9.1 The Company may sub-contract, assign and/or delegate the whole or any part of
the Services (unless specifically agreed in writing with the Purchaser, at or prior to the
time the Contract is made). The Company may also store all or any part of the Goods
on premises other than the Company’s works.

NASMYT H GROUP STANDARD TERM S AND CONDIT IONS OF S ALE METAL T REATM ENT SERVI CES- IS SUE 3 (JUN 2020)

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11. D UT IES A ND RESPON SIBILIT IE S

11.1 T he Purchaser is remind ed of the a ssociated hazar ds an d effect s of Services ,

includi ng (but no t limited to) di stortion, thr ead damage, ov er-plating, c hemical atta c k

to base material, ove n failure, mec hanical damage during m as king, electric al arcing

dur ing plating, em brittl em ent of h igh tens ile steels and conta mination of’ G oods in

bar rel plating. T he Purch aser acknowled g es that the Contract is entered into i n full

knowledg e awar eness and acceptanc e of such hazar ds a nd effects.

11.2 T he Comp any w ar ran ts that it w i ll car r y out its obligat ions under the Contr act with

reasonabl e car e and ski ll and that the any mater ials applied to the Goo ds will prior to

thei r applicat i on, corre spond i n all m ateria l respects w ith any descriptio n given. This

warranty shall be the only warr anty give n in respect of such obligatio ns. Al l othe r

conditions an d war ranti es expr es s or im pl ied by stat ute comm on law or otherwi s e

includi ng (without limita tion) as to the qual ity and/or fi tness for purpose an d/or effect

on the Goods of any materials supplied a s part of the Services, are excluded to the

fullest extent permitte d by law. This war r anty will not apply if the Pur ch aser has no t

pai d in full f or th e relevant Services on t he due date for payment.

11.3 Subject to conditio n 11.8 below, the Company shall not in any event be liable f or

any br each of th e warranty g iven in con di ti on 11.2 abov e or for any b reach of t h e

Contr act or br eac h of statuto ry duty or to rt (incl uding but not limited to negligenc e)

misrepresentatio n or otherwi se i ncluding , wi thout limitation, fai lur e to pr ovide colou r

matching between differe nt batches or for any damage to or loss of G oods as a result

of Ser vices by th e Company unless: -

11.3. 1 the m et hods e mployed i n manufa c tur ing the Go ods prior to Servic es have

taken into account the then current stat e of knowledge i n t he metal treatm ent

services indust ry and the Purc haser has e nsur ed that the Goo d뀀 a⤀圀tt m de ʐհesptm l t t he � T Ron� e椀䜀e ȓ䜠⍄ge

rights, interests o r obligation s under thi s C ontr act. 12.3 Not hing in t his C ont r act s hal l

prevent the Com pany fr om u ndertaking or offering to provi de to thi rd p arties goods

and/or services o f a similar n ature or de si g ned t o achi eve t he same re sults as the

Goods and/or S ervices u nd er this Contr ac t .