

# Terms Conditions for sale and delivery of steel materials.

The terms & conditions set forth below, unless otherwise agreed to writing by the seller, constitute the entire understanding between the Seller and Buyer.

## 1. General

- 1.1 The word "seller" shall be understood to mean Hidayath Trading Co.
- 1.2 The word "Buyer" shall be understood to mean the prospective buyer, Purchaser, Customer, Vendor and in general the contracting party with the seller.
- 1.3 The term "goods", shall mean the materials sold by the seller to the prospective Buyer.
- 1.4 The term "Agreement/s" shall mean and include any agreements, purchase orders, performa invoices, contracts, order acknowledgements, delivery orders, invoices issued/ signed by the buyer for the sale of the Goods.
- 1.5 These terms conditions shall apply to all the agreements under which the seller undertakes to sell deliver and service the goods, any other terms or conditions stipulated by the Buyer shall not be applicable unless expressly in writing by the seller.
- 1.6 Governing law & disputes. This agreement shall be governed by U.A.E federal law with exclusion of its conflicts of law rules and the U.A.E. International sales of goods act any dispute, controversy or calm arising out of or in connection with this agreement or beach, termination or invalidity there of shall be settled by arbitration at the U.A.E courts.
- 1.7 If any term or provision of these terms conditions is held invalid, illegal, or unenforceable for any reason by any court of competent in full force and effect as if theses and conditions had been agreed without the invalid, illegal, or unenforceable provision.
- 1.8 All the trade commercial terms are used in the agreement must be interpreted in accordance with the applicable U.A.E laws.

## 2. Agreement

- 2.1 All the quotations, pricelists or any other communication from the seller to Buyer shall not bind the seller as the prices of the goods are subject to change at any and the seller shall have not sole discretion in fixing the price of the Goods.
- 2.2 Entire agreement. This agreement with its enclosures and appendices agreed in writing contains the entire agreement between the parties, wheather written or oral, with respect to the goods covered by this agreement.
- 2.3 In case of any contradiction or discrepancy of any kind whatsoever, between the agreement/s issued by the Buyer and Seller respectively the contents of the Agreement issued by the seller shall prevail.
- 2.4 In case of any amendment is made to the agreement then in such situation the amendment, unless expressly started otherwise herein, shall be considered to be valid only when both parties to the related agreement agree to such amendment there to and it is further reduced in writing.
- 2.5 Defective Goods and shortages,  
The goods delivered shall be free from defects (faults), Hidayath is not liable for any function, quality or property of the goods other than that expressly started above and any the seller implied wheather by statue or otherwise relating to quality of fitness for purpose are hereby excluded. Goods sold as Non- Prime or under similar description are sold "as is" which means that all right to remedies and compensation for defects are waived in the event of any defects or shortages in the goods the buyer shall give notice to Hidayath in writing within 48 hours of good arriving at their final destination in accordance with the agreed delivery terms between the parties. If notification is made late Hidayath is not obliged to perfor any remedy or pay any compensation Faulty goods shall be handed over to Hidayath at the agreed named place of destination before any replacement or crediting or repayment is made. Repayment if agreed shall be made without interest.
- 2.6 If the buyer wishes to dissolve or cancel the Agreement then the Buyer shall obtain prior written consent of the Seller. In such an event the Buyer shall be liable to pay damages to the Seller, which shall be prejudice to the Seller's right to compensation for any expenses or losses incurred.

## 3. Delivery and Transport

- 3.1 Seller shall make every reasonable effort to meet quoted/acknowledged delivery dates, but shall not liable in any manner for failure to meet such dates.
- 3.2 The agreed delivery dates and time shall always be approximate and subject to unforeseen circumstances.
- 3.3 Time shall not be the essence of the Agreement.
- 3.4 In case the Seller is not able to deliver the Goods within the agreed stipulated period then the seller make the partial deliveries and to this extent then he can also under a separate Agreement.
- 3.5 Failure to meet the delivery period shall not entitle the Buyer to dissolve the Agreement and/or to demand compensation unless the Buyer can prove intent or gross negligence on part of the Seller.
- 3.6 If the seller reasonably be expected to meet is delivery commitment as a result of force majeure the Seller shall have right to suspend the delivery. If such circumstance persists for more than two months then both parents can dissolve the related Agreement, by serving a written notice to the other party. Force measure shall include, but not be limited to the following:
  - a) Operational failure or business interruption, irrespective of nature or cause.
  - b) Delayed/late delivery by the Carrier.
  - c) Any transportations problem which may hamper or impede the transportation of Goods from the Seler to Buyer.
  - d) Import and export restrictions of any nature.
- 3.7 The Seller reserves out of any charge to the Buyer any cost, charges or expenses incurred by the Seller as a result of detention arising out of any omission of the Buyer (or his agents), or as a result of any special requirement or stipulation not set out in the Agreement.
- 3.8 Delivery to the Buyer of the quality of Goods less than greater than that which the seller has agreed to sell under no circumstances entitle the Buyer reject the Goods delivered.
- 3.9 The seller shall deliver the Goods to the Buyer at the address or the Buyer as shown in the Agreement.
- 3.10 If at the request of the Buyer, the seller dispatches the Goods to a place specified for its delivery, the expenses and consequences of loss or destruction of the Goods shall, unless otherwise agreed, be borne by the Buyer.
- 3.11 The Goods shall be at the risk of the Buyer following delivery.
- 3.12 The transportation and delivery including freight handling and insurance of Goods by the Seller shall be at the Buyer's expense and risk unless specially agreed otherwise between the parties.
- 3.13 The Seller shall have the discretion to decide the mode and means of transport.
- 3.14 If the Buyer agrees to purchase the Goods, then he shall purchase to forth with regardless of the mode of transport. In case he fails to meet this requirement the seller shall be entitled either:
  - a) To store the Goods at the Buyer's expense and risk, and to invoice the Buyer without the right or refusal in payment, or
  - b) To dissolve the Agreement without any judicial intervention, without prejudice to Seller's right to compensation for any expense or loss Incurred.
- 3.15 The Buyer shall unload the Good as quickly as possible at the agreed place of delivery at his own risk and expenses. If the fails to meet this requirement, the provision set out in clause 3.14 shall apply to analogy 3.16 In no event shall seller have any Claims for Goods damaged or lost in transit should be made by the Buyer to the carrier.
- 3.16 If the buyer causes or request a shipment delay, or if seller ships or delivers the products erroneously as a result of inaccurate Incomplete or misleading information supplied by Buyer to its agents or employee, then in such circumstances storage and all other additional costs and risks shall be borne solely by the Buyer.

## 4. Warranty, Claims, Liability

- 4.1 Immediate after delivery the Buyer inspects the Goods for any variances from the agreed requirements. Any such variance must be notified to the seller, in writing 48 Hours, from the date of delivery. On expiry of such period the Buyer shall be demanded to have irrevocably and unconditionally, accepted the Goods, In any event such notice shall be given before the Goods are used, changed in form due to any reason, or resold. No claim on quality will be tenable if the Goods are used, changed in firm, or resold. Subsequent to giving such the buyer shall provide the seller reasonable opportunity it test the goods, before they are used or resold, Notifying the seller shall not suspend the Buyers payment obligation in respect of the Goods in dispute. Any dispute between the seller and Buyer as to wheather the goods are defective in quality ir otherwise not in compliance with agreement shall be resolved, in accordance with cause 7.1
- 4.2 The weight and the quantity printed on the seller's advice or delivery order or dispatch note shall be final unless the Buyer has given notice to the seller of any discrepancy in weight or quantity in 48 hours after receiving the goods and shall have given the seller a reasonable opportunity to vary the weight and/or quantity of the goods before they have been use processed or sold.
- 4.3 Provided the Buyer has complied with the requirement of Clause 4.1, and subject to Clause 4.8 if the goods (or any part of them) are defective in quality or state or (save discrepancy in weight or quantity) not in compliance with the agreement, then, either,
  - a) Thebuyer shall, if the seller and the buyer agree, accept the goods at an agreed value or the Goods shall be made good at the sellers expense or
  - b) If the seller and the buyer if not agree, within 15 days after the buyer gives notice to the seller under the clause the buyer may return the relevant goods to the seller shall at the buyers option either
    - i) Repay the buyer or give the buyer credit for the invoice price (only) of the goods,or
    - ii) Replace the Goods by delevering replacements Goods to the Buyer as may reasonably be practical.
- 4.4 The under taking in Clause 4.3 is given in lieu of an other legal remedy the Buyer may have in respect of Goods (or any or then) being defective in quality or state or otherwise not in compliance with the Agreement.
- 4.5 The Seller shall make an effort to adhere to all the quality requirement and standards. In case any minor variation or differences arises in the quality, color, size or finish which is normal and usual or it's technically unavoidable, then such a case the Buyer shall not have any rights under Clause 4.1
- 4.6 The warranty obligations of the seller shall be limited only upto the extent of the quality and quality standards agreed to be mentioned by the seller.
- 4.7
  - a) Unless the seller and Buyer have expressly agreed in the Agreement to modify this Clause any warranty statement condition or Undertaking as to the quality of the Goods or their fitness or suitability for any purpose however epressed or implied is excluded.
  - b) With prejudice to the foregoing, no standard or specification as to the suitability of the Goods for any purpose shall give rise to any legal liability of the seller. The Buyer shall satisfy itself that the Goods are suitable for any product or application for which they are to be used before the Goods are incorporated into such product or applications.

- 4.8 Good sold as "non prime" or Goods accepted bu Buyer pursuant to Clause 4.3, which seller and Buyer agrees to be "non prime" are sold in their actual state, without warranty and with all faults wheather or not the Goods have been inspected by the Buyer prior to delivery. Any statement specification description or other provided by the seller in respect of such Goods is given in good faith and the seller accepts no responsibility for its accuracy.
- 4.9
  - a) In case any loss is incurred Buyer or third party in respect of the Goods then neither the seller not its employees, nor any third party engaged by the seller shall be held liable.
  - b) The seller shall not be held liable for any Indirect special Incidental or consequential loss or punitive damage, of any manner whatsoever associated with or caused by an error or omission in the performance of the Agreement, including but not limited to transport cost travel and accomodation expenses assembly/disassembly/or installation/ reinstallation cost.
  - c) The seller shall not be shall not be liable to the buyer or any third party for any loss or profit, consequential or other economic loss suffered by the buyer arising in any way from the agreement or as a result or improper installation or misapplication of the goods.
  - d) Force Majure, if the delay or failure results from events of circumstances outside reasonable control such as war, trade disputes, refusal of licenses, any other incidental or ancillary events, acts of god, Machine breakdowns, etc. Such delay or failure shall not constitute breach of agreement, In such events neither oarty will be entitled to any compensation in whatsoever manner.
- 4.10 The total liability of seller on any claim, wheather in contract, warranty, tort (including negligence) or otherwise, arising out of connected with or resulting from the performance or non-performance of any agreement resulting here from the sale, delivery, resale, repair replacement of Goods shall not exceed the proportionate price of the Goods which gives rise to the calm according to its related invoice.
- 4.11 Except for individual written warranties supplied with Goods the seller does not accept and will not be liable for any warranties wheather oral express or implied.
- 4.12 Any warranties given by the seller shall deem to be invalid if:
  - a) As long as the buyer is in the default vis a - vis the seller.
  - b) The goods have been exposed to abnormal condition or have been handled incompetently or carelessly.
  - c) The goods have been stored for longer than usual and a loss of quality is likely to be sustained as a consequence thereof.
  - d) The seller has not been given an opportunity to investigate a defect within ten days of its discovery.
  - e) one month has elapsed since the delivery.
- 4.13 In all the cases the seller shall not give any kind of guarantee or warranty of whatsoever nature that the goods purchase d is suitable for the purpose for which the buyer wishes to treat or process them or wishes to use them or cause third parties to us e them. Sample shall be provided only for the indication purposes.
- 4.14 If the seller procures goods from the third parties the seller's liability with respect to such goods shall be limited only upto the extent of the liability of said third parties.
- 4.15 The Buyer should indemnify the seller against any third party claims for compensation loss or otherwise which directly or indirectly relates and or any information related to Good by the seller General Limitation Liability: With the exception of what is expressly provided for in these conditions of sale or other wise agreed, Hidayath shall in no circumstances, including product liability be held liable for any incidental, indirect or consequential loss of damage including, but not limited to, loss of profit loss of production, discarded production claims from the buyers customer

## 5. Price and Payment

- 5.1 The title of goods will pass to the buyer only when payment for the Goods is made in fully by the Buyer.
- 5.2 All the price quoted by the seller, irrespective of the fact that they have been quoted orally, or in writing or in specific quotation or otherwise are exclusive of all government charges or duties, except unless specifically agreed to in writing.
- 5.3 In case the cost price of the raw materials or Goods increases after execution of the Agreement then seller may increase the agreed price of the Goods.
- 5.4 Unless agreed otherwise in writing all payments shall be made in net amount and in cash shall be made within thirty days from the date of delivery. In case the Buyer wishes to make payment by different a mode then it must be agreed by the seller in writing.
- 5.5 The Buyers shall not be entitled to any kind of discount or set off unless it is expressly agreed by the seller. Any kind of claim by buyer as it may have on the seller, to set off is explicitly excluded.
- 5.6 In case of the Buyer fail to make the complete payment within 30 days (unless specified agreed otherwise in ..... ) from the date of delivery, then the Buyer, the seller may claim from the buyer an amount equivalent to the price difference.
- 5.7 If the Buyer is deemed to be in default by operation of law with the provision laid down in the preceding clause the buyer shall be liable without any reminder or service of notice in default to pay the interest on the outstanding amount from the date of such default. which shall be on the basis of the applicable laws or otherwise agreed in writing.
- 5.8 In case the Buyer makes the default in the payment and seller approaches the court of competent jurisdiction for relief then the Buyer shall bear all related costs and consequences including attorney fees and other disbursements not reimbursed by the court.
- 5.9 The sellerat its own discretion shall decide the manner sequences and mode of payment wheather it is with regards to the price of goods delivery of goods or any kind of interest or costs.
- 5.10 If the seller fails to meet any of his obligation in any form whatsoever with the seller then the seller shall have right either to suspend the delivery of Goods or to dissolve the agreement by serving a notice in writing to the Buyer. In such circumstances the buyer shall not be entitles to any kind of compensation for any kind of loos sustained by him.
- 5.11 The seller shall be entitled without prejudice to his other rights and remedies either to terminate wholly or in part any of the following events
  - a) If any debt is due and payable by the buyer to the seller but unpaid.
  - b) If the buyer has failed to provide any letter of credit, bill of exchange or any other security as required by the Agreement provided thath in such an event the seller rights of termination of suspension under this condition shall apply only in regard to the particular agreement in respect of which the buyer shall have so failed.
  - c) If the buyer has failed to take delivery of the goods under any agreement.
  - d) If the buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or being a body corporate has passed a resolution for voluntary winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order is made or if the buyer wheather or not a body corporate shall carry or be subject to any analogues act or proceeding under any law.
- 5.12 The Seller shall be entitles to exercise its rights of termination suspension under this clause at any time during which the event giving rise to such rights is continuing and has not been remedied and in the event of a suspension the seller shall be entitled as a condition of resuming delivery under any agreement it and the buyer, to require prepayment or such security as it may require for the payment of the price of other goods.
- 5.13 The Buyer shall not be entitled to with hold payment of any amount payable under the agreement nor shall the buyer entitled to set off against any amount payable under the agreement to the seller any money which are not then presently payable by seller or for which the seller disputes liability.
- 5.14 Payment  
If payment is not made with in the agreed due date, penal interest at rate of 12% per annum will be applicable from the due date of the invoice.

## 6. Retention of title

- 6.1 The seller shall have exclusive ownership on the Goods delivered to the buyer till the buyer meets all his obligations in cluding penalties interest, or cost arising from or associated with these terms conditions under which the seller has undertaken to make the delivery till such period the buyer shall keep the delivered goods seperately..... clearly be identified as seller's property and he shall also take adequate measure to insure such goods.
- 6.2 Retention of Title.  
Hidayath holds title to the goods delivered until theBuyer has made full payment for the goods, Until title passes, Hidayath has right to recover any goods in the buyers possession or control to which it holds the title and is here by given to enter any land or building where the goods are stored to collect such goods, If the buyer fabricates or processes the unpaid good into new form or object, Hidayath is granted title to the new object proportionate to the value of the unpaid goods until such time the payment is settled.
- 6.3 The Buyer shall not be entitled to dispose off the Goods in question or to create any lien or pledge on the Goods in question till all claims of seller related there to meet.
- 6.4 Upon the Buyer fulfilling all his oblihtions as mentioned clause 6.1 the seller shall transfer the tile of Goods to the Buyer subject to the condition that the buyer pledges the seller of any other claim which is made or which may have arise against him. In this respect the Buyer shall assist the seller for necessary acts may arise due to demand as made by the seller.

## 7. Disputes.

- 7.1 The validity, performance and all the matters relating to the interpretation effect of these Terms Conditions and all disputes and/or difference therefor or related therefore shall governed by the laws of United Arab Emirates and shall be subject to the non executive jurisdiction of the Dubai Courts.
- 7.2 The Buyer shall not use or export or re-export any Goods or material or information purchased/received from the seller in Violation of any applicable laws or regulation of UAE. The Buyer shall at all the times comply with any applicable UAE laws and regulation relating to the use of Goods or materials or information thereof.  
This document constitutes the entire, complete and exclusive and understanding between the parties with respect to the trade shall be applicable unless expressly incorporated herein.  
Disclaimer.  
If no specification are agreed the goods shall meet the general specification as per ASTM Standards Hidayath always supply good quality material and services, however the customer should know whether the goods and service are suitable for their end use. The goods, services, advice or assistance is provided in good faith without any undertaking, representation or warranty and Hidayath Group will obtain no liability-neither compensatory nor consequential-for goods, services, advice or assistance provided The Terms Condition contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the seller's Director. All transactions shall governed solely by the terms and conditions contained herein.

## **WARRANTY LETTER**

### **To whomsoever it may concern**

Hidayath supplied material offers limited warranty for stainless steel products. This warranty is subject to adherence to the maintenance manual & instructions as attached in Annexure-1. If the guidelines are not followed the warranty is Void ab Initio.

It warrants each prime Stainless Steel material to be free from defects in workmanship and material when used under normal general usage conditions and proper maintenance. At Hidayath we never compromise on the quality of the supplied material.

Provision of ours warranties are only limited to repair or replacement due to manufacturing defects only. The following are excluded from the terms and conditions of this warranty:

- 1) Improper maintenance as per our given guidelines.
- 2) Improper storage of the material
- 3) Mixing of our material with other suppliers materials
- 4) Fabricating or welding our material with other supplier material and with other grades.
- 5) Damage caused by normal wear & tear, accident, misuse, physical abuse, vandalism, improper use.
- 6) Damage, scratches, stains, discoloration, corrosion due to mishandling and improper use
- 7) Damage on material due to climatic & environmental conditions
- 8) PE film applied on sheets, pipes, profiles & other fabricated products if removed after one month of the invoice date it can damage the surface finish with stains & discoloration.
- 9) Damage due to wrong selection of the basic raw material or fitness of the material for a particular purpose
- 10) Improper fabrication or other works in an improper manner
- 11) Damage caused by excessive heat & breakage not due to a defect in the manufacture of the material
- 12) Consequential & incidental damages
- 13) All expenses and penalties incurred due to the above mentioned clauses.

All repairs must be specifically authorized by our company in writing before being undertaken.

Under no circumstances will our company be responsible for any expenses in connection with any repairs / replacement made by anyone other than an authorized representative of our company.

For Hidayath Group of Companies  
Authorized Signatory

## **Annexure - 1**

### **Hidayath Guidelines on maintaining Stainless Steel for warranty statement**

#### **On-going maintenance of stainless steel**

The attractive and hygienic surface appearance of stainless steel products cannot be regarded as completely maintenance free. All grades and finishes of stainless steel may in fact stain, discolor, rust or attain an adhering layer of grime in normal wear & tear. To achieve maximum corrosion resistance the surface of the stainless steel must be kept clean. Provided the grade, condition and surface finish were correctly selected for the particular service environment, fabrication and installation procedures were correct and that cleaning schedules are carried out regularly, good performance and long service life will be achieved.

Advice is often sought concerning the frequency of cleaning of products made of stainless steel, and the answer is quite simply "clean the metal regularly every 15 days or when it is dirty in order to restore its original appearance". This may vary time to time times in a year for external applications or it may be once a day for an item in hygienic or aggressive situations. In many applications the cleaning frequency is after each use. Frequency and cost of cleaning is lower with stainless steel than with many other materials and this will often out-weigh the higher acquisition cost.

#### **Stainless Steel Cleaner from Poligrat and Hidayath for cleaning**

To be used to clean Stainless Steel surface every 15 days, failure to do so may damage the material and will void the warranty

#### **Environmental Conditions**

Environmental Conditions, atmospheric corrosion due to Rain, Thunder, Lightning, Sandstorms, Direct heat Exposure, Fire, Chemical Contamination, War or any acts of God that may change the specifications of Initial Supplied Material are not covered within the warranty.

#### **Surface protection film & sleeves**

When stainless steel is delivered with a protective plastic sleeves & PE film applied on sheets, pipes, profiles & other fabricated products if removed after one month of the invoice date it can damage the surface finish with stains & discoloration. The purchaser is advised that the material should be stored in a safer environment & sleeves should be removed as soon as possible to avoid condensation formulation & watermarks. Outdoor storage of plastic coated product must be particularly avoided. Degradation of the plastic can result in scratches & corrosive attack of the stainless steel. The customer is advised to remove all traces of the adhesive that may remain on the metal when it is removed. The region under residual adhesive could act as a potential source for future corrosion, by collecting dirt. Stainless steel cleaner from Poligrat and Hidayath to be used to remove the adhesive remnants

#### **Cleaning methods**

Stainless steel is easy to clean with Stainless steel cleaner from Poligrat and Hidayath and ambient water followed by a clean water rinse is usually quite adequate for domestic and architectural equipment. An enhanced appearance will be achieved if the cleaned surface is finally wiped dry.

Where stainless steel has become extremely dirty with signs of surface discoloration (perhaps following periods of neglect, or misuse) methods of cleaning are as in the following table.

Problem	Cleaning agent	Comments
Routine Cleaning All finishes	Stainless steel cleaner from Poligrat & Hidayath and water thereafter.	Sponge or water spray jet, rinse with clean water, wipe dry if necessary. On brushed stainless steel, follow the direction of the polish for best results. Drying afterwards makes sure streaky marks aren't left behind. Remember that simply wiping with a damp cloth is not as effective as it can smear dirt without removing it. Routine cleaning prevents any stubborn stains building up.
Fingerprints All finishes	Stainless steel cleaner or Stainless Steel alcohol Based cleaner from Hidayath	Rinse with clean water and wipe dry. Follow polish lines.
Stubborn Stains and Discoloration All finishes except colored stainless steel.	Mild cleaning solution, mild abrasive and specially Stainless steel cleaner from Poligrat & Hidayath.	Use rag, sponge or fiber brush (soft nylon or natural bristle.) Rinse well with clean water and wipe dry. Follow polish lines.
Oil or Grease Marks. All finishes.	Stainless steel cleaner with Alcohol from Hidayath.	Clean after with water, rinse with clean water and dry. Follow polish lines.
Rust and other Corrosion Products. Embedded or Adhering 'Free Iron'.	Rust stains can be removed by Stainless cleaner and later Passivation. This is done by using Poligrat FL-Passiv	Rinse well with clean water. Wear rubber gloves, mix the solution in a glass container, and be very careful with the acid. (See precautions for acid cleaners)
Dark Oxide From Welding or Heat Treatment	'Pickling Paste' or pickling solutions given. Polinox P-Rapid.	Must be carefully rinsed, and use care in handling (see precautions for acid cleaners).
Scratches on Polished (Satin) Finish	Slight scratches - use impregnated nylon pads. Polish with scurf's dressed with iron-free abrasives for deeper scratches. Follow polish lines, then clean with stainless steel cleaner as for routine cleaning.	Do not use ordinary steel wool - iron particles can become embedded in stainless steel and cause further surface problems Stainless steel and "Scotch-bright" scouring pads are satisfactory.

## **Maintenance**

At the completion of an installation, removal of the protective plastic film and the underlying adhesive is very important. This should be followed with a general cleaning operation to leave surface clean and ready for service. A regular maintenance cleaning regime must follow strictly as informed. If these prerequisites are followed, long life with little or no change in appearance can be expected. Architects can therefore design in stainless steel and be confident of achieving the desired result for the client.

## **Cleaning and maintenance at the construction site**

Often, absorptive wrappings such as interleaving paper, cardboard, and other materials are used to protect stainless steel during on-site storage. Such material should not be allowed to become wet because water-soaked paper this may generate watermarks, scratches and discolor stainless steel. Tarpaulins or protective sheeting must be used to protect the stainless steel. This is particularly important on construction jobs where dirt, dust, carbon steel particles from grinding or welding, etc. in the presence of moisture may cause discoloration and pitting. Indoor storage is recommended. Please follow earlier guidelines regarding avoidance of long-term storage with protective coating.

Any drainage from concrete or mortar containing chlorides must be immediately removed. This is particularly true when cleaning masonry with strong acid cleaners. Stainless steel may discolor if left in contact with salts or acids for extended periods. Also avoid leaving any carbon steel / steel items in contact with stainless steel.

Protective coatings with adhesive material when stripped from the stainless steel can leave small amounts or a very thin coat of adhesive on the metal surface. This facilitates the adherence of airborne dirt particles, and the removal of the adhesive residue is important to maintain good overall appearance. A thorough initial cleaning is therefore required. The recommended practice is as follows:

1. The surface is pre-cleaned using a slow evaporating solvent system using Stainless steel cleaner from Poligrat and Hidayath with low toxicity. It is wiped using a micro fiber cloth and light circular strokes. It is informed to work on one reasonably small area at a time, i.e. 1 Meter x 1 Meter.
2. Then it has to be rinsed with clean ambient temperature water until all residue is removed.
4. It is dried in ambient air; it is informed to remove excess water using dry micro fiber cloth.

This initial cleaning is to be followed at regular intervals (on curtain walls when the glass is washed) by normal cleaning:

- The surface is rinsed with water to remove as much soil as possible.
- Stainless steel cleaner is applied
- It is rinsed well with water.
- Water is removed, ensuring that all strokes are in the same direction of the brush or satin finish. If the surface is mirror finish please use circular motion to clean and dry it. Always use micro fiber cloth and the surface is then allowed to dry.
- Please take a note of non-adhesive material used for protective stainless steel. They may allow moisture and dust to settle the surface which may led to discoloration or pitting of material. To avoid this, ensure the protective material is removed as soon as possible.

## **Fabrication considerations for Stainless Steel.**

### **Bending**

Normal bending and angular bending that is used for processing building and elevator materials can generally be carried out.

### **After bending**

Bending results in some stretching of the grain along bend lines, however the overall appearance of the stainless steel is affected. Trials should be conducted to ensure acceptable results are obtained.

### **Pressing**

Stainless Steel can be processed in the same way as ordinary steel, there is however color change due to compressive strain. Trials should be conducted to ensure acceptable results are obtained.

### **Welding**

Stainless Steel if welded is likely to discolor along the weld zones and must be cleaned. Accordingly to maintain aesthetic appeal it is advisable that welds not be in exposed positions. Welded areas may be strategically placed to conceal them at joints or such locations. Chance of corrosion along the weld line is higher if not cleaned and polished properly.

### **Cleaning and maintenance**

#### **The architect's responsibility**

The architect can be the most important contributor to a building's low-cost maintenance by careful attention to some basic design considerations.

- ❖ The structure should be, as far as possible, self-cleaning by the natural elements.
- ❖ The architect should minimize horizontal components that can collect dirt. This dirt, when washed off by rain. May cause uneven streaking of the areas below.
- ❖ Designs that concentrate or directionalize the flow of rainwater should be avoided. An overhang can be protected beyond any lower one to avoid splatter or concentration of dirt-carrying water.
- ❖ Sheltered areas, such as canopies or soffits, should be designed so they can be readily cleaned, particularly in low, street-side locations.
- ❖ Joint designs that minimize dirt accumulation should be used.
- ❖ The possibility of staining of the stainless steel by run off from other materials, e.g. rust from carbon steel, copper and aluminum, including hidden clips or fasteners, must be avoided.
- ❖ Grooves, recesses, and excessively complex contours, which hamper the regular easy cleaning associated with stainless steel, should be avoided.

#### **Fabrication shop practice**

Stainless steel is protected by a natural clear oxide film, which forms on its surface when the metal is exposed to air. Despite this protection and the inherent strength and hardness of stainless steel, its surface can be damaged during fabrication and shipment if proper precautions are disregarded.

In the fabricating shop, good housekeeping is particularly important.

The following are points that should be watched during fabrication:

#### **Prevention of Contamination**

Isolation of the stainless steel processing area. All work should be done in an area set aside for that material and isolated from other metals. This is to avoid the possibility of the pick-up of carbon steel and other contaminants by the stainless steel surface.

All wire brushes must be made from stainless steel.

All tools used to grind or polish stainless steel must be appropriately suited to and dedicated to stainless steel and not used for other metals.

Where guillotines or shear blades are used they should be thoroughly cleaned to remove any carbon steel chips or shavings from the area prior to working with stainless steel. To minimize pick up from the blade, if possible the guillotines or shear blades should be kept in a dedicated area and made from hard chrome plated steel or high carbon, high chrome steel.

Rolls, forming mandrels, press brakes, etc., should only be used when they have been thoroughly cleaned to remove any carbon steel particles. If possible, the tool should be kept in a dedicated area and made from hard chrome plated tool steel, high carbon-high chrome steel or from one of the aluminum bronze tool materials.

### **Local Heating**

Because of the combination of low thermal conductivity and high thermal expansion, care must be taken with austenitic stainless steels to minimize any local heating during welding, grinding, polishing and buffing that could cause warping and / or buckling in the areas being treated in this way.

### **Thermal Expansion**

Austenitic stainless steels have a higher coefficient of thermal expansion than carbon steels. It is therefore necessary to allow for expansion joints in panels and particularly long runs of metal such as rainwater guttering.

### **Work Hardening**

Austenitic stainless steels have a high propensity to work hardening which also leads to magnetism. The progressive forming stages involved in the fabrication must take into account the additional allowance in over bending for increased spring back.

### **Welding**

Care must be taken prior to welding to remove any lubricants, paint or other carbon containing material that could contaminate the weld. When the steel is welded, all heat marking, slag or weld spatter must be removed. "Pickling Paste" is commercially available, and is often the most convenient way to remove the weld scale discoloration. Stray arc strikes must be avoided.

Contamination from copper, lead or zinc or alloys containing these metals can also cause cracking in the heat affected zone. If stainless steel is welded to galvanized steel the adjacent galvanized layer must first be totally removed from the region to be welded. This cleared region would generally then require protection such as by an organic coating after welding.

### **Fasteners**

Fasteners should be made from the same material or one that is more corrosion resistant than the base material. Under no circumstances should free machining stainless steel fasteners made from Grades 201 or 400 series to be used in stainless steel fabrications where outdoor corrosion resistance is required; certainly not in seaside environments.

### **Sheet Selection**

For matching finish control, care should be taken to select sheets produced by the manufacturer from the one batch and use them sequentially in the order in which they were cut to ensure color and finish matching between following sheets. This is particularly important for grit polished and embossed sheets, which may further need to be aligned with common orientation to achieve this. However, it has to be understood that color might differ from batch to batch.

### **Passivation and Pickling**

Final shop operations usually include cleaning of all surfaces with suitable solvents to remove all lubricants used in cutting and forming, as well as contaminants resulting from welding, soldering, grinding and finishing. This may call for "passivation", a process in which the product is dipped in, or swabbed with, an appropriate acid solution followed by a thorough water rinse to remove all traces of the passivation fluid or paste. Not only does passivation dissolve contaminants but it also increases corrosion resistance. Dark weld scale must be removed by "pickling", as described below. Note that some pickling conditions will change the appearance of the steel surface. Further details are given in ASTM A380, which is an excellent source of information on all aspects of cleaning stainless steels.

### **Safety Precautions - Pickling & Passivation**

Acids should only be used for on-site cleaning when other methods have proven to be unsatisfactory. Rubber gloves and safety glasses must be used and care taken to see that acid cleaners are not spilt over adjacent areas. It is most important that all residues are neutralized and thoroughly flushed away to a suitable waste system. Always dilute acid residues by adding acid to water, not water to acid. Use acid-resistant containers, such as glass or plastics.

Solvents should not be used in confined spaces. Smoking must be avoided when using solvents.

Chlorides are present in many cleaning agents. A cleaner containing chlorides, bleaches or hypo chlorides is not recommended under any circumstances.

This guide is only valid for internal application only. It is the responsibility of the buyer to choose the right grade of material for their project. Hidayath warrants that products supplied against the order are of merchantable quality and conform material will be under ASTM standards mentioned in the MTC.

## **REMINDERS**

### **DON'T GO AGAINST THE GRAIN**

Always rub stainless steel in the same direction as the grain. Rubbing against the grain will spoil the finish and stainless will lose its shine. Worse, rubbing against the grain can damage the surface by creating microscopic crevices where dirt can collect. This can lead to corrosion spots.

Fortunately, it's usually easy to tell which the right direction is. You need to watch out for items like round handrails, which are often polished around their circumference when they're manufactured, rather than up and down the length of the tube. If you have to scrub a stain to remove it, make sure you use a clean nylon scourer or a cloth with chalk-based cream cleaner. But test an inconspicuous area first as you could end up with a bright polished spot which doesn't match the rest of the surface.

NEVER use steel wool (wire wool) to clean stainless steel. It is usually made of carbon steel and any fragments left behind will rust onto the stainless steel surface. Using any kind of scourer which has previously been used on ordinary (carbon) steel is also a no-no for the same reason. Stainless steel wool scouring pads are available for heavy duty work, like removing burnt food from stainless steel saucepans. These will scratch the stainless steel surface, but won't leave fragments to go rusty.

### **DON'T EVEN THINK ABOUT**

Rubbing with steel wool (wire wool) or scraping with steel tools

Using scourers and cleaning cloths that have been used on ordinary steel

Rubbing plastic scourers across the grain of brushed surfaces

Using concentrated bleach or hydrochloric acid-based cleaning products or other non-recommended cleaners.

**For fabricated items, any third party material in fixtures if mixed with our supplied material, this warrantee will be null and void.**

**Subject to all the above condition are met, we can provide warranty for 5 years on our manufactured products for material grade conformity and will not be responsible for any bad workmanship, faulty design etc.**



# **CONDITIONAL WARRANTY STATEMENT**

## **Anti Finger Print (AFP)**

### **Introduction**

This statement details the terms and conditions, forms the basis of Conditional warranty against defective works, procedures and process products employed in the Anti-finger coating also known as easy to clean coating carried out to recognized international standards to achieve & maintain surface protection of Stainless Steel Sheets & profiles.

As AFP coating is in Micro units normally between 0.0002 to 0.0003 inches. The attractive and hygienic surface appearance of stainless-steel products cannot be regarded as completely maintenance free.

All grades and finishes of stainless steel may in fact stain, discolor, rust or attain an adhering layer of grime in normal wear & tear. To achieve maximum protection the surface of the stainless steel must be kept clean. Provided the grade, condition and surface finish were correctly selected for the particular service environment, fabrication and installation procedures were correct and that cleaning & maintenance schedules are carried out regularly.

Advice is often sought concerning the frequency of cleaning of products made of stainless steel, and the answer is quite simply "clean the metal regularly or when it is dirty in order to restore its original appearance". This may vary time to time in a year for external applications or it may be once a day for an item in hygienic or corrosive environment. In many applications the cleaning frequency is after each use.

Despite this protection of Anti-finger coating and the inherent strength and hardness of stainless steel, its surface can be damaged due to improper use or housekeeping if proper precautions are not followed.

### **Conditions**

The following conditions are applicable to the warranty and to be strictly adhered to. Failure to comply with these conditions will render the warranty void.

All surfaces are to be subjected to periodic preventative maintenance surface preparation and cleaning system (Hidayath Surface Prep & Clean). This procedure can either be carried out in-house by purchasing the necessary products direct from Hidayath or can be offered by Hidayath Service Team.

- Avoid keeping the material with protective plastic film as delivered under direct sun light.
- Avoid keeping the protective plastic film as delivered, in stock for more than 30 days, we cannot guarantee the quality of the surface beyond this period.
- Avoid the use of metal brushes, abrasives etc.
- Avoid the use of any chemicals like any acid, aggressive or mild detergents, chemicals, etc.
- AFP is suitable for any indoor application, not suitable for outdoor applications with direct exposure to solar UV radiation.
- Avoid using AFP on stainless steel sheets thickness exceeding 2.0mm, if bended it can damage the coating surface on the radius.
- After any installation, removal of the protective plastic film and the underlying adhesive is very

important. This should be followed with a general cleaning operation to leave surface clean and ready for service. Often, absorptive wrappings such as interleaving paper, cardboard, and other materials are used to protect stainless steel during on-site storage. Such material should not be allowed to become wet because water-soaked paper may generate watermarks, scratches and discolor stainless steel. Protective sheeting must be used to protect the stainless steel. This is particularly important on construction jobs where dirt, dust, carbon steel particles from grinding or welding, etc. in the presence of moisture may cause discoloration and pitting. Indoor storage is recommended, also avoid long-term storage.

- Any drainage from concrete or mortar containing chlorides must be immediately removed. This is particularly true when cleaning masonry with strong acid cleaners. Stainless steel may discolor if left in contact with salts or acids for extended periods. Also avoid leaving any carbon steel / steel items in contact with stainless steel.
- Protective coatings with adhesive material when stripped from the stainless steel can leave small amounts or a very thin coat of adhesive on the metal surface. This facilitates the adherence of airborne dirt particles, and the removal of the adhesive residue is important to maintain good overall appearance. A thorough initial cleaning is therefore required with the recommended practice. The surface is pre-cleaned using a neutral detergent with Luke warm water. It is wiped using a microfiber cloth and light circular strokes. It is informed to work on one reasonably small area at a time. Further it has to be rinsed with clean ambient temperature water until all residue is removed. It is dried in ambient air; it is informed to remove excess water using dry microfiber cloth. Water is removed, ensuring that all strokes are in the same direction of the brush or satin finish or any similar surface finish. If the surface is mirror finish please use circular motion to clean and dry it. Always use micro fiber cloth and allow the surface to dry.
- The contractors should minimize components that can collect dirt. This dirt, when washed may cause uneven streaking of the areas below. Fasteners should be made from the same material or one that is more corrosion resistant than the base material. Under no circumstances should free machining stainless steel fasteners made from other Grades to be used in stainless steel fabrications where outdoor corrosion resistance is required; certainly not in seaside environments.
- For matching finish control, order should be placed in one lot to ensure color and finish matching, this is particularly important for polished material, which may further need to be aligned with common orientation to achieve this. However, it has to be understood that the finish might differ from batch to batch.
- A cleaner containing chlorides, bleaches or hypo chlorides is not recommended under any circumstances. Rubbing harshly the surface will destroy the anti-finger coating and stainless steel surface finish by creating microscopic crevices where dirt can collect. This can lead to corrosion spots. Never use steel wool (wire wool) to clean stainless steel. It is usually made of carbon steel and any fragments left behind will rust onto the stainless steel surface. Using any kind of scourer which has previously been used on ordinary (carbon) steel is also a no-no. Using concentrated bleach or hydrochloric acid-based cleaning products are not recommended. Failure to do so may damage the material and void this warranty.
- A regular maintenance cleaning regime must be strictly followed. Surface cleanliness should be maintained to a reasonable level and include a schedule of maintenance.

**Assuming all conditions are met as detailed, the period of conditional warranty is set for 1 year.**

### **Responsibilities & Obligations**

It is the responsibility of the end-user to ensure the "Cleanliness & Maintenance Programs" are strictly adhered to and a record kept. In the unlikely event of the surface condition losing coating and all warranty conditions being fulfilled, Hidayath will undertake to recoat the surfaces as required if the conditional warranty upholds. Claims are to be made formally in writing, accompanied by digital images and maintenance logs.

### **Exclusions**

Losses of passivity or general corrosion resulting from external damage of base material examples and not limited to scratched surface, steel kept in contact with the base material, other products or chemicals applied on the base material or post treatment manipulative operations / works are not covered.

Hidayath does not warranty the use or application of its supplied material since method of use and field conditions are beyond our direct control and can affect the physical performance. Our only obligation shall be to correct the workmanship of any defective materials supplied by us after determining them to be faulty of our production defects.

Hidayath assumes no liability for damages of any kind, and the user accepts the product "as is" in good condition at the time of delivery. The suitability of the product or intended use shall be the user's sole responsibility. Hidayath supplied good products to the best of our knowledge and testing. The recommendations and suggestions herein are made that you make adequate tests in laboratory or plant to determine if this product meets all your requirements. Always get a sample checked before placing any production order to determine if this product meets all your requirements. The end product may vary between lot numbers, surface finish, material thickness, temperatures, application equipment and technique. For fabricated items, any third-party material in fixtures if used with our supplied material and results in defects, this warranty does not hold good. Furthermore, consequential or other resulting losses whatsoever are excluded within the terms of this warranty.