



## CONDITIONS OF SALE

In these conditions, unless the context requires other:

Supplier" means Project Pipeline Supply Ltd (PPS) (Company number 1416453 whose registered office is The Skill Centre, Bedford Street, Parr Industrial Estate, St Helens, Merseyside, WA9 1PN and any subsidiary of the

Supplier by which the Goods are sold;

Buyer" means the company, firm body or person purchasing the Goods;

Goods" means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, parts, spares, commodities etc. and whether one or a

number of items whether or not identical or similar (including any such materials articles and commodities etc. supplied in connection with the services);

Order" means a purchase order in respect of the Goods and/or Services issued by the Buyer to the Supplier on the Buyer's official purchase order form, together with all documents referred to in it;

Services" means work and/or services or any of them to be performed by the Supplier for the Buyer pursuant to the Order.

### 1. INTRODUCTION

1.1 The Supplier's quotations are not binding on the Supplier and a contract (the "contract") will only come into being upon acceptance by the Supplier of the Order and the following conditions shall be deemed to be incorporated in the contract.

1.2 These conditions of sales ("Conditions") shall form an integral part of all offers and agreements for the sales of goods by Supplier. Any condition put forward by the Buyer in its order or otherwise will only have effect if accepted by Supplier in writing. Supplier will confirm the Buyer's orders by an order acknowledgement, and an agreement will be concluded only upon the issue of such an order acknowledgement ("Acknowledgement"). A

1.3 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

1.4 In the event Supplier gives any advice on material selection or other similar assistance, it is given free of charge without any undertaking, representation or warranty and Supplier shall have no liability neither compensatory nor consequential -for any such advice or assistance.

1.5 The goods shall meet the agreed contractual specifications. if no specifications are agreed, the goods shall meet the general specifications of Supplier at the time of delivery. Statements resented in product information, handbooks, web sites, price lists, test certification or other information regarding the goods will only be binding on Supplier if expressly referred to in an offer or Acknowledgment.

1.6 These conditions apply to Services in the same way as they apply to Goods.



## 2. PRICES

2.1 The Goods are sold by reference to the Supplier's quotation, the price payable for the Goods shall be the agreed price detailed in the Order Confirmation following the contract review of the Buyer's Purchase Order.

2.2 Supplier's offers are subject to change. Verbal agreements, promises, representations or warranties provided by our employees in connection with the conclusion of any Contract becoming binding only by written confirmation.

2.3 In all cases the price stated in the contract is based on the cost to the Supplier of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or quotation (whichever is earlier). If at the date of despatch of the Goods from the Supplier's works, or if at the date of carrying out the work, in either case there has been any increase in all or any of such costs, the price payable for the Goods or Services may at the request of the Supplier be increased accordingly.

2.4 There shall be added to the price for the Goods or Services any value added tax any other tax duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods or performance of the Services (whether initially charged on or payable by the Supplier or the Buyer).

2.5 All Goods are sold "ex-works" unless otherwise stated. If the supplier arranges or undertakes the carriage, freight, insurance and any other transport costs beyond the point of delivery such costs shall be for the Buyer's account and shall not affect the provisions of the contract as to the passing of risk.

## 3. TERMS OF PAYMENT

Prices quoted are net and are in sterling unless otherwise agreed. Subject to credit being approved, accounts are due for payment not later than the end of the month following the month of invoice; otherwise payment must be received by the Supplier before delivery. All payments shall be made without deduction or set-off. When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. Where contract work is to be performed over a period in excess of one month the value of the contract work carried out shall be ascertained by the Suppliers at the end of each month and (unless the contract otherwise expressly provides) a sum equal to such value (or any percentage thereof specified in the contract) shall be invoiced and such invoice shall be paid in accordance with the foregoing provisions of this clause. Failure to pay any invoice in accordance with the foregoing terms and other terms specified in the contract shall entitle the Supplier to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Suppliers may have. The Supplier also reserves the right to charge interest on overdue accounts such interest to be calculated on a day-to-day basis on the amount outstanding at the rate of 2 per cent above the arithmetic average for each day of the published base rate of Barclays Bank plc. The Supplier reserves the right, where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or Services or any delivery or instalment as aforesaid, to suspend delivery or performance or any offer or any part or instalment with liability until payment or satisfactory security for payment has been provided.





## **4. TITLE TO GOODS**

4.1 Notwithstanding that risk in the goods shall pass to the buyer in accordance with clause 7, Title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the supplier until payment in full has been received by the supplier:

4.1.1 for those goods;

4.1.2 for any other goods supplied by the supplier

4.1.3 or any other monies due from the buyer to the supplier on any account

4.2 Until title to the goods passes to the buyer under clause 4.1 the buyer shall keep the goods separately and readily identifiable as the property of the supplier;

4.3 Any resale by the buyer of goods in which property has not passed to the buyer shall (as between the supplier and the buyer only) be made by the buyer as agent for the supplier;

4.4 goods shall be deemed sold or used in the order delivered to the buyer.

4.5 at any time before title to the goods passes to the buyer (whether or not any payment to the supplier is then overdue or the buyer is otherwise in breach of any obligation to the supplier), the supplier may (without prejudice to any other of its rights):

4.5.1 retake possession of all or any part of the goods and enter any premises for that purpose (or authorise others to do so) which the buyer hereby authorises;

4.5.2 require delivery up to it of all or any part of the goods.

4.6 the supplier may at any time appropriate sums received from the buyer as it thinks fit notwithstanding any purported appropriation by the buyer.

4.7 each clause and sub-clause of this clause 4 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

## **5. WARRANTY; LIMIT OF RESPONSIBILITY**

The supplier warrants that it will (at the supplier's choice) either replace, or refund the full purchase price of any goods which are accepted by the supplier as being defective or not in accordance with the contract or any express description or representation given or made by or on behalf of the supplier in respect of the goods within a period of 12 months from despatch of such goods from the supplier's works (the "warranty period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the buyer's only remedy will be against that third party. In respect of services, if the supplier accepts with the warranty period that it has failed to execute the services in accordance with the express terms of the contract the supplier may at its option perform again such of the services as have not been carried out in accordance with the express terms of the contract or repay the buyer the charge for such of the services as have not been so performed (provided such charge shall have been paid to the supplier by the buyer). The buyer's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the goods or



services or any workmanship in relation to them (whether or not involving negligence on the part of the supplier) shall in all cases be limited to replacement, reperformance or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the warranty period; and the supplier shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part of them shall not entitle the buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery or instalment.

## **6. DELIVERY AND COMPLETION DATES**

6.1 The dates for delivery of the Goods or the dates for carrying out the Services are approximate only and, unless otherwise expressly stated, time is not the of essence for delivery or performance. The Supplier will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to delivery or perform.

6.2 No delay shall entitle the Buyer to reject any delivery or performance or any further instalment or part of the order or any other order from the Buyer or to repudiate the contract or the order.

6.3 In the event that the quantity of the goods is agreed on the basis of weight, the quantity to be supplied can be adjusted by Supplier to deviate up to 10% (+/-) from the agreed weight of the total delivery for each type of product/steel grade, and the price shall be adjusted accordingly. For tubes the agreed length, and for tube fittings the agreed numbers of items, can be adjusted in the same way by Supplier. The weight or quantity printed or otherwise stated on the goods supplied by Supplier shall be deemed to be correct, unless proven otherwise.

## **7. DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

7.1 Unless the contract otherwise stipulates, the risk in the goods passes to the buyer when the goods are despatched from the supplier's works and the supplier accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

7.2 Where the contract provides for delivery elsewhere than at the supplier's works, risk will pass at the point specified in the contract and the supplier will entertain a claim by the buyer in respect of loss or damage in transit only if the buyer:

7.2.1 gives written notice to the supplier within 21 days of non-delivery or within 7 days of the delivery of the goods in any other case; and

7.2.2 where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.





## **8. DELAYED ACCEPTANCE**

If for any reason the Buyer is unable to accept delivery of the Goods when the Goods are due and ready for delivery the Supplier may arrange storage of the Goods at the Buyer's risk and the Buyer shall be liable to the Supplier for the reasonable costs (including insurance) of such storage. This provision is without prejudice to any other right which the Supplier may have in respect of the Buyer's failure to take delivery of the Goods or pay for them in accordance with the contract.

## **9. TERMINATION**

If the Buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Buyer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Buyer or if the Buyer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Buyer shall, in the opinion of the Supplier, become impaired or if the Buyer shall commit any breach of any part of the contract the Supplier may without prejudice to its rights and remedies under these conditions stop all Goods in transit and suspend further deliveries and by notice to the Buyer may terminate the contract immediately.

## **10. HIREWORK**

10.1 Hirework and work involving the use of the Buyer's materials is undertaken by the Supplier only on the express understanding that the Supplier cannot be responsible for any distortion, faults or defects which appear or develop during, or are caused by, the work, however arising, even resulting from any fault or negligence or mistake of the Supplier. The Supplier gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities it will endeavour to correct any such distortion, faults or defects at the Buyer's expense and risk. The Supplier shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

10.2 The Company shall not be obliged to check or test material delivered for Hirework unless specifically requested to do so.

10.3 If the Buyer specifically requests the Company to check the material or to test it whether before or after treatment or Hirework has been carried out the Company shall be entitled to charge at its current rates for such checking and testing.

10.4 Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hirework shall become the property of the Supplier, but it is herein expressly agreed between the Supplier and the Buyer that the Supplier may at any time order the Buyer to remove any such waste material and the Buyer hereby agrees that on receipt of any such order from the Supplier it will forthwith comply with such order.





## 10.5 The Buyer warrants that:

10.5.1 the material supplied for Hirework will correspond with the description shown in the Schedule and will (if requested) provide test certificates obtained at its own expense;

10.5.2 all material supplied is and will be suitable to be treated as Hirework in the manner specified in the Schedule and will not be in a defective or dangerous condition;

10.5.3 the material supplied will be prepared and ready for treatment in accordance with the Schedule. Any additional work which is required to be done by the Company prior to commencing the Hirework shall be the subject of an additional charge.

10.6 The Company shall be entitled to carry out the Hirework in reliance upon the warranties contained in sub-clause 10.5 of this clause 10 and shall not be obliged to inspect the material or make further investigation to ensure that such warranties are correct and accurate when the material is delivered to the Company.

10.7 in the event of the Buyer being in breach of the warranties contained in sub-clause 10.5 of this clause 10:

10.7.1 the Company shall be entitled to charge the price stipulated in the Schedule for the Hirework together with a charge for any extra or additional work arising from such breach of warranty including the cost of re-treating the material if necessary;

10.8 The Company shall not be responsible for any loss or damage of whatsoever kind (including consequential loss) suffered by any party (including the Buyer) as a result of any breach by the Buyer of the warranties contained in sub-clause 10.5 of this clause 10.

10.9 The Buyer agrees that it will reimburse the Supplier for any damage caused to any plant or machinery of the Supplier by the material supplied by the Buyer to the Supplier.

10.10 The Company will have a lien on all the Buyer's goods and materials in the possession of the Supplier for hirework in respect of all sums owing to the Supplier for such hirework.

10.11 Where the material supplied for Hirework is delivered to the Company by a third party on behalf of the Buyer the Company may inspect the material for the purposes of ascertaining whether the material delivered corresponds to the description of the material given by the Buyer which is the subject of the Hirework-Contract or generally and the Company shall be entitled to charge an additional sum in respect of such inspection and the necessary and incidental administration costs of the Company in connection therewith, such charge to be at the rate of charge made by the Company at the date of carrying out such work.

## **11. PATENTS**

The Buyer shall indemnify the Supplier against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Supplier with the Buyer's instructions, whether express or implied.



## **12. INDEMNITY**

The Buyer agrees upon demand to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that the same are caused by or related to:

12.1 designs, drawings or specifications given to the Supplier by the Buyer in respect of the Goods:

12.2 defective materials or products supplied by the Buyer to the Supplier; or

12.3 the improper incorporation, assembly, use, processing, storage or handling of Goods by the Buyer.

## **13. NON-STANDARD ORDERS**

Where the Buyer orders Goods or materials of a type, size or quality not normally produced by the Supplier or Services not normally performed by the Supplier, the Supplier will use all reasonable endeavours to execute the order, but if it proves impossible, impracticable or uneconomical to carry out or complete the order, the Supplier reserves the right to cancel the contract or the uncompleted balance of it, in which event the Buyer will only be liable to pay for the part of it actually delivered or performed.

## **14. PATTERNS, DIES, TOOLS, DRAWINGS AND EQUIPMENT**

14.1 Where the Buyer supplies patterns, dies, tools, drawings or equipment, the Supplier shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to the Supplier's methods of production, and for the production of the Goods in the quantities required.

14.2 While the Supplier uses all reasonable endeavours to verify patterns, dies, tools, drawings and equipment supplied by the Buyer no responsibility is accepted by the Supplier for their accuracy.

14.3 All replacements, alterations and repairs to the Buyer's patterns, dies, tools, drawings and equipment shall be paid for by the Buyer.

14.4 Where the patterns, dies, tools, drawings and equipment are not supplied by the Buyer only those which are specially made by the Supplier and separately charged to the Buyer in full, shall, when paid for by the Buyer, become the property of the Buyer.

14.5 Carriage on patterns, dies, tools and equipment supplied by the Buyer will be paid by the Supplier in one direction only.

14.6 The Supplier will take all reasonable care of the Buyer's patterns, dies, tools, drawings and equipment while in the Supplier's possession but does not accept liability for loss or damage thereto, however arising, except where neglect on the part of the Supplier or its agents was the direct cause of loss or damage and in those circumstances the Supplier's liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, consequential losses, loss of profits and other expenses, liabilities and losses however arising.





14.7 The Supplier reserves the right to destroy or otherwise dispose of patterns, dies, tools, drawings and equipment in its possession or custody (whether or not the property of the Buyer) from which the Buyer has not required Goods to be made for a period of 12 months or more in the case of patterns, and three years or more in all other cases.

## **15. PACKING**

15.1 Unless otherwise specified, packing cases and packing materials will be charged extra, but where stated to be returnable, will be credited in full on return to the Supplier's works carriage paid in good condition, within one month of receipt by the Buyer. Where not returnable, the Buyer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

15.2 The Supplier uses all reasonable endeavours to ensure, where necessary, suitability of packing before despatch, but no claim will be accepted by the Supplier for breakage or damage in transit on the ground of alleged unsuitability for packing.

## **16. ASSIGNMENT AND SUBCONTRACTING**

16.1 None of the rights or obligations of the Buyer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Supplier.

16.2 The Supplier shall be entitled to subcontract any work relating to the contract without obtaining the consent of, or giving notice to, the Buyer.

## **17. HEALTH AND SAFETY**

The Buyer agrees to pay due regard to any information or any revised information whenever supplied by the Supplier (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Buyer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Buyer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

## **18. NOTICES**

18.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by pre-paid first-class letter post or facsimile transmission.

18.2 Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission, at the time of transmission.

## **19. INVALIDITY**

The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions.





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Approval Number: 00003177

## 20. LAW AND JURISDICTION

The contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.