



## Terms and Conditions of Sale

### 1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Customer" means the organisation or person who purchases goods and services from Petro Piping & Fittings Supply;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Specification Document" means a statement of work, quotation, contract, or other similar document describing the goods and services to be provided by Petro Piping & Fittings Supply;

### 2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by Petro Piping & Fittings Supply to the Customer.

2.2 Before the commencement of the services Petro Piping & Fittings Supply shall submit to the Customer a Priced Quotation which shall specify the goods and services to be supplied and the price payable.

The Customer shall notify Petro Piping & Fittings Supply immediately if the Customer does not agree with the contents of the Priced Quotation. All relevant documents shall be subject to these Terms and Conditions.

2.3 Petro Piping & Fittings Supply shall use all reasonable endeavours to complete the services within estimated time frames.

### 3. PRICE AND PAYMENT

3.1 The price for the supply of goods and services are as set out in the Priced Quotation. Petro Piping & Fittings Supply shall invoice the Customer as per the agreed payment terms.

3.2 Unless otherwise stated, the Invoiced amounts shall be due and either by cash against documents or Letter of Credit (from a first Class Bank) at Sight. Petro Piping & Fittings Supply shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 6% per annum. In the event that the Customers procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

3.3 Unless otherwise stated in the Contract, prices are quoted exclusive of custom duties, taxes, etc.

3.4 Unless otherwise stated, all prices quoted are termed as Ex-Works our warehouse in United Arab Emirates .

3.5 Notwithstanding clause 3.2, Petro Piping & Fittings Supply, without affecting any other remedy which it may have, will be entitled to cancel the Contract and/or suspend any further deliveries of Goods if any payment is not made on the due date by the Customer.

3.6 Unless otherwise agreed / stated, payment for all Goods shall be in United Arab Emirates Dirham (AED)

3.7 Invoicing shall be done and due from "Customer" as per actual supplied quantity.

3.8 In case of a tolerance clause not mentioned specifically, our standard tolerance clause on Pipes will apply as follows: Pipes will be supplied -0/+1 length of pipe (either 6 meter or 12 meter random length). Payment will be due on this additional quantity as well.

### 4. SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the specification document(s), and any deviations / substitutions mutually agreed.

### 5. DELIVERY

5.1 All delivery dates given by Petro Piping & Fittings Supply are given in good faith. Petro Piping & Fittings Supply shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods, unless otherwise agreed.

5.2 The Delivery Date is to commence only after all pre-requisite documents are approved by the Customer (such as ITP, WPS/PQR, etc) wherever applicable.

5.3 All risk in the goods shall pass to the Customer upon delivery.

If the Customer fails to collect Goods within seven (7) days from being notified that these are ready for delivery, Petro Piping & Fittings Supply reserves the right to charge for storage from the end of that period until the Goods are collected.

5.4 Unless otherwise stated, The Customer will be responsible for providing the facilities and labour necessary for loading Goods onto a vehicle at the Seller's premises (or unloading the Goods if Petro Piping & Fittings Supply has agreed to deliver to the Customers premises).

### 6. TITLE

6.1 Title in the Goods shall not pass to the Customer until Petro Piping & Fittings Supply has been paid in full for the Goods.

6.2 The risk of loss or damage to Goods passes to the Customer upon delivery or Seven (7) days after Petro Piping & Fittings Supply has notified the Customer that the Goods are ready for collection at its premises if the Customer has failed to collect them.

### 7. STORAGE & INSTALLATION

7.1 All Goods will be stored and installed by the Customer in accordance with the instructions issued by Petro Piping & Fittings Supply which accompany the Goods.

7.2 Petro Piping & Fittings Supply will have no liability to the Customer or any third party if the Customer does not comply in all respects with the Sellers instructions or if the Goods are used or installed in abnormal or unusual circumstances.

### 8. CUSTOMER'S OBLIGATIONS

8.1 To enable Petro Piping & Fittings Supply to perform its obligations under this Agreement the Customer shall:

8.1.1 co-operate with Petro Piping & Fittings Supply;

8.1.2 obtain all necessary permissions and consents which may be required before the commencement of the services; and

8.1.3 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

8.2 The Customer shall be liable to compensate Petro Piping & Fittings Supply for any expenses incurred by Petro Piping & Fittings Supply as a result of the Customer's failure to comply with Clause 8.1.

8.3 Without prejudice to any other rights to which Petro Piping & Fittings Supply may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Priced Quotation or Contract, the Customer shall be required to pay to Petro Piping & Fittings Supply as agreed damages and not as a penalty the full amount of any third party costs to which Petro Piping & Fittings Supply has committed.

In respect of cancellations of less than five working days' written notice, the full amount of the goods and services contracted for as set out in the Specification Document until that time are payable. The Customer agrees this is a genuine pre-estimate of Petro Piping & Fittings Supply's losses in such a case

8.4 In the event that the Customer or any third party, not being a sub-contractor of Petro Piping & Fittings Supply, shall omit or commit anything which prevents or delays Petro Piping & Fittings Supply from undertaking or complying with any of its obligations under this Agreement, then Petro Piping & Fittings Supply shall notify the Customer as soon as possible and:

8.4.1 Petro Piping & Fittings Supply shall have no liability in respect of any delay to the completion of any project;

8.4.2 if applicable, the timetable for the project will be modified accordingly;

### 9. ALTERATIONS TO THE SPECIFICATION DOCUMENT

9.1 The parties may at any time mutually agree upon and execute new Specification Documents. Revision to Purchase Order (PO) / Specifications in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

# PETRO PIPING & FITTINGS SUPPLY

P.O.BOX NO. 132510

MUSSAFAH COMMERCIAL CITY, ABU DHABI, ABU DHABI,  
UNITED ARAB EMIRATES,

Tel No: +971 2 553 4108, Fax No: +971 2 553 4109,

Email: sales@petropipingsupply.com

Web Site: www.petropipingsupply.com

TRN No: 100268822200003



**PETRO  
PIPING**

9.2 The Customer may at any time request alterations to the Specification Document by notice in writing to Petro Piping & Fittings Supply. On receipt of the request for alterations Petro Piping & Fittings Supply shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

9.3 Where Petro Piping & Fittings Supply gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise Petro Piping & Fittings Supply by notice in writing whether or not it wishes the alterations to proceed.

9.4 Where Petro Piping & Fittings Supply gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter Petro Piping & Fittings Supply shall perform this Agreement upon the basis of such amended terms.

## 10. WARRANTY

10.1 Petro Piping & Fittings Supply state that the material which we will supply in this proposal will be free from defects in design, materials & workmanship under normal use and proper service until 12 months from the date of last dispatch, or 18 months from the date of commissioning, whichever comes first. However, we will be under no liability for any defects due to normal wear, negligent use, tempering, wrong application, improper handling operation or storage.

10.2 Petro Piping & Fittings Supply warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by Petro Piping & Fittings Supply.

10.4 The warranties given above will not apply to defects which are due to:

10.4.1 Fair wear and tear, accidental damage or failure by the Customer to adhere to the Seller's instructions or written recommendations;

10.4.2 Materials or equipment included in the Goods which have not been manufactured by the Seller.

## 11. INDEMNIFICATION

The Customer shall indemnify Petro Piping & Fittings Supply against all claims, costs and expenses which Petro Piping & Fittings Supply may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement,

including any claims brought against Petro Piping & Fittings Supply alleging that any goods and/or services provided by Petro Piping & Fittings Supply in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

## 12. LIMITATION OF LIABILITY

12.1 In no event shall Petro Piping & Fittings Supply be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Petro Piping & Fittings Supply had been made aware of the possibility of the Customer incurring such a loss.

12.2 Nothing in these Terms and Conditions shall exclude or limit Petro Piping & Fittings Supply's liability for death or personal injury resulting from Petro Piping & Fittings Supply's negligence or that of its employees, agents or sub-contractors.

## 13. CHANGES AND TERMINATION

Changes during the Contract period are permitted as per the following:

Negative changes are not permitted after One (1) week of confirmation of order. Positive changes are to be confirmed by Petro Piping & Fittings Supply before issuance of change order.

Cancellation:

- line item cancellation after an order placement and before the raw material is produced: 30% of contract value
  - line item cancellation during raw material production: 80% of contract value
  - line item cancellation when the raw materials is being converted into the final product: 100% of contract value
- Complete Termination of the Order is not accepted by Petro Piping & Fittings Supply. 100% of the order value will be levied to the Customer by Petro Piping & Fittings Supply in such instances.

## 14. CUSTOMER DEFAULT

If the Customer:

- commits a breach of contract, or
  - fails to make a payment on the due date; or
  - becomes insolvent or has a liquidator, receiver or administrative receiver appointed then, in any such case Petro Piping & Fittings Supply shall be entitled either to suspend the supply of Goods or, at its option, to cancel the Contract and repossess any Goods for which payment has not been received in full.
- Petro Piping & Fittings Supply shall also have this right if it reasonably considers that any of the events mentioned (a), (b) or (c) above are likely to occur.

## 15. FORCE MAJEURE

Petro Piping & Fittings Supply shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war,

fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events. Under no circumstances can the Contract be cancelled due to a Force Majeure incident.

## 16. INDEPENDENT CONTRACTORS

Petro Piping & Fittings Supply may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve Petro Piping & Fittings Supply of its obligations under this Agreement or any applicable Specification Document.

## 17. ASSIGNMENT

17.1 Neither party will assign any of its interests in the Contract without the prior written consent of the other.

17.2 Petro Piping & Fittings Supply may, at any time, sub-contract all or part of its obligations with respect of the manufacture and delivery of Goods.

## 18. NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Contract or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## 19. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## 20. NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## 21. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of United Arab Emirates and the parties hereby submit to the exclusive jurisdiction of the United Arab Emirates courts.