

General Terms and Conditions for Non-Destructive Weld Testing Service

# **Terms and Conditions**

## **for**

# **Non-Destructive Testing (NDT)**

## **Service**



## General Terms and Conditions for Non-Destructive Weld Testing Service

1. **Scope.** These General Terms and Conditions ("**GT&C**") set forth the entire business and legal terms according to which a company of Georg Fischer Piping Systems ("GFPS") or any third party commissioned by GFPS perform non-destructive weld assessment services to a customer ("**Customer**") as described in section 2.
  - 1.1 Any attachments hereto shall form an integrated part of these GT&C.
  - 1.2 Unless otherwise specified in these GT&C, the performance of Services hereunder shall be governed by these GT&C, including its attachments, and shall be interpreted and prevail in the following order of priority: a) these GT&C; b) all attachments to these GT&C; c) specific instructions given by the Customer according to the **Customer Enquiry Form** and confirmed in writing by GFPS.
  - 1.3 Any terms and conditions of the Customer shall have no force and effect and are not part of these GT&C, even if referred to in any document issued by Customer.
2. **Services.** GFPS will provide, directly or through or any third party commissioned by GFPS, the Services selected by Customer.
  - 2.1 *Fees, Prices, and Discounts* are set forth in official GFPS Order Confirmation.
  - 2.2 Hereto, related to ultrasonic time of flight diffraction ("**TOFD**") or phased array ("**PAUT**") testing of high-density polyethylene ("**HDPE**") and/or Polypropylene ("**PP**") butt-fusion or electro-fusion joints ("**Item(s)**") (collectively herein "**Services**").
  - 2.3 The Services shall be provided upon the terms and conditions of these GT&C, including without limitation the *Service Scope, Terms, and Conditions for Analysis and Additional Service Scope and Terms and Conditions Applicable to Single Services* as described in **Attachment 1** and incorporated herein by reference.
3. **Customer Obligations and Deliverables.** Customer will only receive the Services from GFPS if the information and facilities (*Customer Deliverables*) described in **Attachment 2** are provided by Customer to GFPS promptly in accordance with mutually agreed schedules.
4. **Prices and Terms of Payment**
  - 4.1 Unless otherwise agreed in writing, all fees for the Services (including without limitation work- and business-related travel) and discounts shall be calculated and paid in the currency set forth in GFPS Order Confirmation, exclusive VAT or other taxes. All such rates quoted are for Services provided Monday through Friday, 6 hours on site and 2 hours of reporting. Any work performed on a holiday, weekend or more than eight (8) hours in a single day will be charged at 200% of the quoted rates.
  - 4.2 Any time on site, also waiting time, is considered as working time and will be charged. Each service job has to be executed it minimum amount of work as ordered. Keeping schedule is sole responsibility of Customer.
  - 4.3 Customer shall reimburse GFPS for its reasonable expenses incurred in performing its obligations under these GT&C (e.g. travel expenses, material costs, etc.).
  - 4.4 The terms of payment are net 30 days, if not stated otherwise in GFPS Order Confirmation, from receipt of the invoice date. The payments shall be made without any deductions such as discounts, costs, taxes or dues. In case of arrears, GFPS shall, without further notice, be entitled to charge interest at the rate of five percent (5%) per annum, or any higher amount as provided by applicable laws. Customer may only withhold or off-set payments due against counter claims which are either expressly acknowledged by GFPS in writing or finally awarded to Customer.
  - 4.5 If GFPS has reasonable grounds to believe that it will not receive payments in total or in due time because of circumstances having occurred after entering into a contractual relationship with the Customer for the Services, GFPS, without being limited in its rights provided for by law or at equity, shall be entitled to refuse further performance of the Services until GFPS has received satisfactory assurance of performance from Customer. If such an agreement cannot be reached within a reasonable time, GFPS shall be entitled to terminate the agreement with the Customer and cease the agreed Services with immediate effect.
5. **Warranty and Liability**
  - 5.1 Where GFPS has provided Single Service or Weld Analysis according to these GT&C the conditions according **Attachment 3** qualify for, GFPS undertakes during a period of ten (10) years after the final report for the Services described in section 2 has been rendered (the "**Warranty Period**"), to remedy any weld failure on which the Service was performed, i.e., any leakage in situ necessitating excavation and repair or replacement of the tested

## General Terms and Conditions for Non-Destructive Weld Testing Service

- Item (“**weld failure**”), subject to the limitations set forth in this section 5 (the “**Warranty**”).
- 5.2 GFPS shall not be liable for planning, installation or assembly errors under any circumstances.
- 5.3 This Warranty shall not apply i) if GFPS has determined, in its sole discretion, that Customer has failed to install, maintain, or operate the System design and operating parameters in accordance with industry standards or instructions provided by GFPS; ii) if GFPS has determined that Customer has failed to comply with any of its obligations under these GT&C or its attachments; or iii) to failures or damages resulting from reasons beyond GFPS’ control, including without limitation, normal wear and tear, direct installation with any third party products, improper operation, storage, and maintenance, failure to observe and comply with industry standards and GFPS installation, operating, and maintenance instructions (GFPS and DVS 2207), cold welds, airborne dust on the welding surfaces, overstressing or overloading, unsuitable operating media, unsuitable construction work or unsuitable building ground, improper repairs or alterations by Customer or third parties, use of other than original spare parts, or chemical or other contamination.
- 5.4 This Warranty only applies if Customer takes all necessary measures to mitigate and reduce costs arising from or related to the Item failure, notifies GFPS of the Item failure within three (3) working days from the date Customer knows or should have known of the Item failure, and keeps documented evidence of the costs to be claimed under this Warranty.
- 5.5 GFPS shall only be liable for substantiated costs for excavating, repairing or replacing the Item.
- 5.6 **EXCEPT AS EXPRESSLY PROVIDED HEREIN IN SECTIONS 5.5 AND 5.7, GFPS SHALL NOT BE LIABLE TO CUSTOMER UNDER ANY CIRCUMSTANCES FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR STATUTORY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED UPON CONTRACT, AGREEMENT, TORT (INCLUDING, TO THE GREATEST EXTENT PERMITTED**
- BY LAW, THE SOLE, CONCURRENT OR OTHER NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, AND STRICT LIABILITY OF GFPS), STATUTE OR OTHERWISE, EVEN IF GFPS HAS BEEN ADVISED OF SUCH POSSIBILITY OF SUCH DAMAGES.**
- 5.7 The total liability of GFPS under these GT&C shall be limited to Ten Thousand and no/100 Swiss Francs (CHF 10,000) per Weld Failure (GFPS’ own work included).
- 5.8 The rights and remedies of Customer shall be exclusively governed by these GT&C and shall be in lieu of any remedies at law or in equity.
- 5.9 ANY ACTION ARISING UNDER THIS AGREEMENT, WHICH IS BROUGHT BY CUSTOMER AGAINST GFPS IS WAIVED UNLESS COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- ### 6. Confidentiality
- 6.1 Customer shall not disclose to third parties nor use for any other purposes than those contemplated by these GT&C any information or documents received by GFPS related to the Services, except for any third party providing the Services. Such confidentiality obligation shall especially apply, inter alia, to all prices, discounts and technical information. All information disclosed by GFPS shall remain its exclusive property.
- 6.2 The above obligations shall not apply if Customer can demonstrate that the information: a) was already in its lawful possession prior to disclosure; b) was subsequently lawfully disclosed to it by a third party, or c) has entered the public domain through no fault of Customer.
- 6.3 This undertaking shall survive the rendering of Services for a period of at least ten (10) years thereafter to the extent the pertinent information has not entered the public domain.
- ### 7. Termination of Services
- 7.1 The agreement for the Services concluded with the Customer under these GT&C shall become effective upon GFPS receiving all relevant information from the Customer to provide the Services and shall automatically end when the Services have been concluded.
- 7.2 If the Customer breaches any material provision of these GT&C, GFPS may



## General Terms and Conditions for Non-Destructive Weld Testing Service

terminate the Services by giving the Customer written notice of such breach and intent to terminate the Services. The termination shall become effective thirty (30) days after receipt of such notice unless the breach is cured by the Customer within such thirty (30) days' period.

- 7.3 In addition, GFPS may forthwith terminate any Services by giving the Customer written notice to that effect if proceedings in bankruptcy or insolvency or winding up or of similar nature are instituted or threatened by or against the Customer or if a receiver or a trustee for the Customer is appointed.
- 7.4 Any notice of termination for the Services to be given to the Customer shall be sent by registered mail and shall be deemed to have been delivered five (5) working days after dispatch.

### 8. Miscellaneous

- 8.1 Customer undertakes to comply (and secure compliance by its employees, agents and further business partners) with all applicable international and national laws, ordinances, regulations, requirements and rules regarding anti-bribery and anticorruption, antitrust and fair competition, data privacy, export controls, environmental law, toxic or hazardous materials, occupational health, safety and security rules, etc., of all jurisdictions relevant to the Services provided under these GT&C.
- 8.2 The Customer's rights, interests and obligations may not be assigned or transferred without the prior written authorization of GFPS.

- 8.3 Should any provision of these GT&C be or become invalid or unenforceable, the validity or enforceability of all other provisions shall not be affected. In this case, the invalid provision is replaced by a provision consistent with the original commercial intention of the Parties.
- 8.4 No change or addition to any provision of these GT&C shall be binding unless confirmed by GFPS in writing.
- 8.5 GFPS owns all intellectual property rights related to the Services and no intellectual property rights are granted hereunder to Customer.
- 8.6 The relationship between GFPS and the Customer shall be that of seller or service provider and independent customer. Neither party shall be the agent of the other or have authority to act on behalf of the other party. The rendering of Services does create neither a franchise, partnership, joint venture, agency, nor any form of fiduciary or special relationship.
- 8.7 Unless local laws where the Services are being provided impose an exclusive jurisdiction in that country, this Agreement shall exclusively be governed and construed according to the material laws of Switzerland without regard to its conflicts of laws principles. The courts of the Canton of Zurich (Switzerland) shall have sole and exclusive jurisdiction for all disputes regarding the Services, including disputes regarding the validity of these GF&C. However, GFPS shall be entitled to bring actions in any other court of competent jurisdiction. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

<b>Attachment 1</b>	<b>Service Scope, Terms and Conditions for Analysis and for Single Services</b>
<b>Attachment 2</b>	<b>Customer Deliverables for Single Service</b>
<b>Attachment 3</b>	<b>Fit for Service NDT Options</b>
<b>Attachment 4</b>	<b>Clearance Requirements for Service</b>

## General Terms and Conditions for Non-Destructive Weld Testing Service

### Attachment 1

#### Service Scope and Terms and Conditions for Analysis by GFPS HQ

1. GFPS will provide a Preliminary Daily Report within 24h, a final report within 48h after testing, and subsequently a final summary report with "Pass/Fail", "Non-Critical/Critical" or as "Bespoke" (written agreement on assessment criteria and assessment text used in the report) statement as per **Attachment 3** (business hours), if Customer has fulfilled all its obligations under these GT&C.
2. The inspection crew will consist of at least one professional Inspector. The crew size required may vary based on site extension, production, testing site, and other yet undetermined factors.
3. Customer Obligations and Deliverables for Single Service or Analysis by GFPS as listed in **Attachment 2**.
4. Reports will be prepared by GFPS during local standard working hours (Swiss business hours), according to the following:
  - a. Customer shall provide GFPS with proof of material and product identification for each system component to be tested by GFPS.
  - b. Welding report will be generated automatically by a calibrated GFPS butt-fusion or electro-fusion machine (i.e. type CNC, WR, MSA).
  - c. Certificate of the welder who has executed the joints (valid welder ID and/or participation in a GFPS training course for welding).
  - d. System preparation, assembly and installation were performed in accordance with GFPS instructions. For electro-fusion this includes pipe surface preparation with a rotary peeler (i.e., type RS, RST, RTC).
  - e. In case documentation as per a), b), c) and d) will not be submitted to GFPS, any statement will be provided under the condition, that documentation can be provided at any time from customer during 10 years after Service execution.
5. GFPS will furnish Customer with documented statements assessing the long-term performance of the respective Item.
6. The Field Services will be provided during normal local business hours. Normal business hours are defined as an eight (8) hour working day (within the time slot from 8:00 am to 5:00 pm), excluding lunch.
7. Any specific instruction by Customer must be given in writing and documented as set forth in **Customer Inquiry Form** and confirmed by GFPS. Non-written instructions will not be followed by GFPS. In case of doubt, GFPS may request the Customer to give specific written instruction before the Services are actually rendered by GFPS.
8. The agreed time period for performance of the Service shall be reasonably extended if:
  - a. the information required by GFPS for performance of the Services is not received in time, or
  - b. Customer fails to fulfil or delays in fulfilling its obligations as set forth in **Attachment 2** and **Attachment 3** or any further requirements as imposed by GFPS, or
  - c. GFPS is prevented from performing the Services by force majeure. Force majeure shall be deemed to be any unforeseeable event beyond GFPS's control which renders GFPS's performance commercially impractical or impossible, such as, without limitation, labor disputes, governmental orders or regulations (including pandemic lockdowns or quarantine requirements), shortages in materials or energy, serious disturbances in GFPS's works, such as the total or partial destruction of plant and equipment or the breakdown of essential facilities, serious disruptions in transport facilities, e.g. impassable roads. Should the effect of force majeure exceed a period of six (6) months, either Party may cancel the Services with no liability.



## General Terms and Conditions for Non-Destructive Weld Testing Service

9. If GFPS, for reasons attributable solely to GFPS, fails to perform any Service by the agreed date or within the agreed period, Customer grants to GFPS a grace period of one month to complete the Service and GFPS shall be deemed in default after such grace period has elapsed. In such case, Customer shall be entitled to any remedies provided at law or in equity, it being however understood that, subject to limitations set forth in section 5 of the GT&C, damage claims shall be limited to a maximum of 5% of the price of the delayed Service.
10. Equipment fees and equipment transportation quoted separately or implicitly, include a factor of reasonable wear and tear, required maintenance, recalibrations, and consumables related to compliant testing equipment required to provide the service. Neither equipment sales, nor rentals are implied. All equipment will remain the property of the original owner.
11. In case of unlikely equipment failure, testing may cease and all reasonable attempts will be made to repair or replace the failed equipment and resume testing in as soon as conditions permit. GFPS will not be liable for consequences of any delays.
12. this will require to take and use onsite a field device (mobile phone, industrial PDA) to photograph the weld being inspected. Photographic evidence is limited to the welding and inspection program. Customer is to ensure no additional data is collected. GFPS can inspect the field device at any given time. The field device will have all social, and communication apps disabled.
14. GFPS is not responsible for hauling, placing, locking, securing, packing, labeling, installing, de-installing, removing, or in general, handling pipe or other materials or system components to be inspected, nor for the removal of obstacles, dirt, etc. obstructing the delivery of the Service, nor for installing or removing any protective structure or scaffold that may be necessary for rendering the Service. GFPS will not supply lifts, forklifts, ladders, scaffolds, or other access equipment, nor will GFPS be expected to operate or setup such equipment. All access and special safety equipment and operation shall be handled or arranged by Customer.
15. The following equipment will be furnished by GFPS (depending on the service selection as set forth in Attachment 1). No backup or standby equipment shall be assumed unless specifically agreed between the Parties. Standby equipment may be quoted separately if testing interruptions are critical to Customer:

### Additional Service Scope and Terms and Conditions Applicable to Single Service

12. GFPS will not deliver Services in ditches, heights, or tight places that GFPS determines, in its sole discretion, to be unsafe, or under any other adverse weather or any hazardous conditions of any nature that GFPS determines in its sole discretion to be unsafe. Should an unsafe condition be encountered in the field, GFPS personnel may elect not to perform the work until the unsafe condition is remedied. Customer shall be responsible for all costs and expenses incurred by Customer until the unsafe condition is remedied.
13. The use of the Service to support the installation and a NDT inspector to collect all the relevant data will be supplied at no additional cost if Fit for Service NDT is used for the duration of the project. a). For the NDT inspector
- a. Olympus brand Advanced UT computer, or equivalent, and all required accessories and periodic factory re-calibrations.
- b. Basic safety equipment: Hardhat, safety glasses, boots, gloves, as specified by the site. Other safety equipment, if required, will be provided by Customer.
- c. Digital camera, laptop computer, electronic daily reports, and password accessed web database of reports.
- d. Test block or calibration block preparation will require Customer supplied materials of similar dimensions as part being tested.

## General Terms and Conditions for Non-Destructive Weld Testing Service

### Attachment 2

#### Customer Obligations and Deliverables for Single Service or Analysis by GFPS

The Customer has the obligation to prepare or furnish the following for ten (10) years:

1. System design and operating parameters;
2. Project plan with accurate timing for the Services;
3. Item (material and joint) identification to be used to reference the Item in the reports;
4. GFPS welding machine calibration report;
5. A valid welding certification for the welder;
6. Positioning of the system components to be tested ("Items") in a manner providing access on all sides to allow the Service to be carried out safely and accurately. System components shall be held in place by proper means to ensure safety during the delivery of the Services;
7. Access to materials for testing, including dismounting, disassembly, mounting, assembly, positioning, handling, packing, unpacking and labeling;
8. Permission to access sites where testing will be conducted, including permission to photograph, since photographic records will be used as evidence of the Service;
9. Special handling and access equipment with operator (e.g. lifts, forklifts, lift operators, ladders, scaffolds) if required;
10. Cleaning of material to be tested and disposal of all cleaning by-products and waste. Parts must be cooled down, clean, and free of foreign matter for proper testing;
11. Any special safety equipment beyond the basic personal protection equipment identified in **Attachment 1**;
12. Water used for couplant (approximately 8 liters per day);
13. Housing and office space (only if Customer requires GFPS to prepare reports in the field) as follows:
  - a. Housing will be of average conditions in accordance with the locality and include unlimited high speed internet for communications (housing may double as Office space under certain conditions).
  - b. Office space with air conditioning (if necessary), furniture, secure storage space for safe-keeping of equipment, accessories, coupons, and reports; printer services and high speed internet access.



## General Terms and Conditions for Non-Destructive Weld Testing Service

### Attachment 3

### Fit for Service NDT Options

### Options available for Fit for Service NDT

#### ELGEF / Electrofusion (EF) for HDPE material

Option	BASE PIPING MATERIAL				Installation	Fit for Service NDT Result	
	PE100+ Association and GF PE4710		Other PE material			Assessment	with 10-10 Warranty
	GF Pipe	GF Fittings	Non GF Pipe	Non GF Pipe	Following standards with traceability data		
1	Yes	Yes			Yes	Pass/Fail	Yes
2		Yes	Yes		Yes	Pass/Fail	Yes
3		Yes		Yes	Yes	Critical/ Non Critical	No
4		Yes		PE80 (yellow/blue)	Yes	Critical/ Non Critical	No
5	Any Combination				No	Weld Indication Only	No
6	Bespoke Customer Solution (eg Existing systems)					as agreed	No

#### ecoFIT (HDPE) and Design-Flow : Butt Fusion (BF) and InfraRed Fusion (IR)

Option	BASE PIPING MATERIAL					Installation	Fit for Service NDT Result	
	PE100+ Association and GF PE4710			Other PE Material			Assessment	with 10-10 Warranty
	GF Pipe	GF Fittings	Non GF Pipe	Non GF Fittings	Non GF Pipe	Non GF Fittings	Following standards with traceability data	
1	Yes	Yes					Yes	Pass/Fail
2		Yes	Yes				Yes	Pass/Fail
3	Yes			Yes			Yes	Pass/Fail
4			Yes	Yes			Yes	Critical/Non Critical
5		Yes			Yes		Yes	Critical/Non Critical
6					Yes	Yes	Yes	Weld Indication Only
7	Yes				Yes	Yes	Yes	Weld Indication Only
8	Any Combination					No		Weld Indication Only
0	Bespoke Customer Solution (eg Existing Solution)							as agreed

#### PROGEF (PP) : Butt Fusion (BF) and Infrared Fusion (IR)

Option	BASE PIPING MATERIAL				Installation	Fit for Service NDT Result	
	PROGEF		Other (eg PP-H/PP-R)			Assessment	with 10-10 Warranty
	GF Pipe	GF Fittings	Non GF Pipe	Non GF Fittings	Following standards with traceability data		
1	Yes	Yes			Yes	Pass/Fail	Yes
2	Any Combination				No	Weld Indication Only	No
3	Any Combination				Yes	as agreed	No
4	Bespoke Customer Solution (eg Existing Solution)					as agreed	No

Note:

Installation : Installation must follow recognized standards for welding ELGEF Electrofusion fittings (eg DVS standards). Welding must only be carried out by trained and certified welders.

- Assessment : 1. A pass/fail assessment using GFPS unique long term algorithm with warranty requires acceptance of service terms as per [www.gfps.com/termsandconditions-ndt](http://www.gfps.com/termsandconditions-ndt)  
 2. A critical/non critical assessment with partial use of GFPS long term algorithm requires acceptance of service terms as per [www.gfps.com/termsandconditions-ndt](http://www.gfps.com/termsandconditions-ndt)  
 3. A weld indication inspection requires acceptance of service terms as per [www.gfps.com/termsandconditions-ndt](http://www.gfps.com/termsandconditions-ndt)

[HDPE pipe systems \(plastic & polyethylene pipe\) - PE100+ association \(pe100plus.com\)](http://www.gfps.com/termsandconditions-ndt)

Revision: 26th March 2024



## General Terms and Conditions for Non-Destructive Weld Testing Service

### Attachment 4

**Scan surfaces must be clear of water, dirt, sand, mud and accessible and having sufficient clearance to make the scan.**

**Here are some basic requirements and equipment photos.**

#### **Electrofusion**

- The EF scan surface (10 cm from end of coupler) needs to be dry and clean (free from dirt, mud etc...)
- The EF scan surface needs to have full 360 access
- We need 10 cm clearance above the coupler surface for the NDT equipment
- We need 12 cm (ideally 15 cm) of pipe on the of coupler to attached the NDT equipment

#### **Butt fusion**

- The BF scan surface (6 cm on both side of bead needs to be dry and clean (free from dirt, mud etc...)
- The BF scan surface needs to have full 360 access
- We need 7 cm clearance above the pipe surface for the NDT equipment
- We need 6 cm on either both sides of bead to attached the NDT equipment