



# **GENERAL CONDITIONS RELATED TO TESTS AND ACCEPTANCE – GCTA**

## **1. Introduction**

1.1 These General Conditions related to Tests and Inspections are to be read in conjunction with the Paul Wurth General Conditions of Purchase for GOODS (GCP-G) and General Conditions for Services and Site Works (GPC-S).

1.2 The GOODS and/or SERVICES to be provided or rendered by the SUPPLIER as described in the ORDER are subject to tests to be carried out by the SUPPLIER. The SUPPLIER shall be responsible for conducting such tests, or if required having conducted such tests by official organisations.

Such tests may be:

- workshop tests
- acceptance tests

1.3 WORKSHOP TESTS include and shall mean evaluation and testing of the GOODS / SERVICES at SUPPLIER's workshop prior to the shipment of the GOODS / SERVICES. Such WORKSHOP TESTS generally include testing and inspection of the quality, dimensions, materials, coating, documentation, completeness, progress of the GOODS / SERVICES and any other testing and/or inspection provided for by the ORDER.

1.4 ACCEPTANCE TESTS are formal tests to verify if the GOODS / SERVICES comply with the ORDER. If acceptance tests are prescribed by laws, regulations or decrees and are to be conducted by notified bodies (TüV, Buero Veritas, Lloyds, etc.), such acceptance tests shall not replace, complement or exclude ACCEPTANCE TESTS to be performed by PW.

## **2. General disposition related to WORKSHOP TESTS**

2.1 During the performance of the ORDER, PW shall be entitled to verify at any time during processing of the ORDER by the SUPPLIER the progress and proper performance of the ORDER by WORKSHOP TESTS and/or other tests PW deems advisable. Notwithstanding the aforementioned, the SUPPLIER is, in any case, required to conduct WORKSHOP TESTS to make sure that the GOODS are in compliance with the provisions of the ORDER.



2.2 SUPPLIER's WORKSHOP TESTS may take place in presence of PW its CUSTOMER and/or third parties involved by PW and/or its CUSTOMER. The SUPPLIER is in any case required to notify PW reasonably in advance of the dates such WORKSHOP TESTS shall be performed in order to enable PW to make all necessary preparations to participate in such tests. The SUPPLIER grants PW, its CUSTOMER and involved third parties access to SUPPLIER's premises. The WORKSHOP TEST will take place during normal working hours.

2.3 Unless otherwise specified in the ORDER, the method of conducting the WORKSHOP TEST shall be in accordance with the state of the art and/or with a programme and method defined by PW or defined by the SUPPLIER and accepted by the PW.

2.4 The results of each WORKSHOP TEST shall be documented by a written test report to be submitted to PW immediately after such WORKSHOP TEST.

2.5 Notwithstanding article 2.6, the SUPPLIER and PW shall bear his own costs arising in connection with WORKSHOP TESTS.

2.6 If the WORKSHOP TEST cannot be performed for reasons attributable to the SUPPLIER, or in case of non-conformity of the GOODS/SERVICES or parts thereof detected during WORKSHOP TEST, the SUPPLIER shall remedy the GOODS/SERVICES or parts thereof at its own costs and the WORKSHOP TEST shall be repeated by the SUPPLIER. All and any costs related to repeated WORKSHOP TEST, including PW's and CUSTOMER's costs, shall be solely borne by the SUPPLIER. Such remedial actions as well as repeating of WORKSHOP TEST shall be performed without undue delay and without affecting the DEADLINES.

2.7 If the SUPPLIER is not able to timely remedy the GOODS / SERVICES or parts thereof, PW is entitled to rectify or arrange rectification actions by itself or by a third company at the SUPPLIER's costs.

2.8 The WORKSHOP TESTS whether conducted by the SUPPLIER, PW and/or any involved third-party shall not relieve the SUPPLIER from its obligations and liabilities under the ORDER, particularly but without being limited to the conformity of the GOODS / SERVICES and timely delivery.

### **3. General disposition related to ACCEPTANCE TESTS**

3.1. PW shall be entitled to verify if the GOODS / SERVICES comply with the ORDER by ACCEPTANCE TESTS. Notwithstanding the aforesaid, the SUPPLIER is, in any case, required to conduct ACCEPTANCE TESTS to demonstrate that the GOODS / SERVICES are in compliance with the provisions of the ORDER.



3.2 PW, its CUSTOMER and/or third parties involved by PW and/or its CUSTOMER may without restriction attend the ACCEPTANCE TESTS.

3.3 ACCEPTANCE TESTS shall be initiated by the SUPPLIER. The SUPPLIER shall inform PW in writing at least two (2) weeks prior to the beginning of the ACCEPTANCE TESTS. PW and the SUPPLIER shall mutually agree upon the date the ACCEPTANCE TESTS shall take place.

3.4 Before ACCEPTANCE TESTS shall take place, the SUPPLIER, shall make available to PW all required technical documentation to conduct such ACCEPTANCE TESTS. The SUPPLIER shall provide, at its own costs, the required measuring instruments, materials, qualified personnel and any and all other necessary means and resources. PW and/or its CUSTOMER shall bear the costs related to their personnel attending or performing such ACCEPTANCE TESTS.

3.5 Unless otherwise specified in the ORDER, the method of conducting the ACCEPTANCE TEST shall be in accordance with the state of the art and/or with a programme and method defined by PW or defined by the SUPPLIER and accepted by the PW.

3.6 The results of the ACCEPTANCE TEST shall be documented in appropriate test reports. Such reports shall be made available to PW without undue delay.

3.7. If the ACCEPTANCE TESTS are postponed by PW for reasons not attributable to the SUPPLIER or if PW requests the SUPPLIER to split up ACCEPTANCE TESTS into several tests and this implies considerable extra costs for the SUPPLIER, the SUPPLIER is entitled to claim for compensation of such costs.

3.8 If the ACCEPTANCE TESTS are postponed by PW for reasons not attributable to the SUPPLIER and if such postponement results in a delay of the DEADLINES, PW is not entitled to claim for liquidated damages for this particular time of postponement.

3.9 If the SUPPLIER intends to postpone or to split up ACCEPTANCE TESTS into several tests, the prior approval of PW is required. The extra costs incurred by PW and/or CUSTOMER related to the interruptions, postponement respectively split-up of ACCEPTANCE TESTS shall be borne by the SUPPLIER.

3.10 The acceptance occurs at the date of the successful completion of ACCEPTANCE TESTS. The ACCEPTANCE TESTS are deemed successful, if it has been demonstrated that the GOODS / SERVICES comply with the ORDER.

3.11 Successful partial ACCEPTANCE TESTS shall not constitute an acceptance of the GOODS / SERVICES.



3.12 In case the ACCEPTANCE TESTS fail for reasons attributable to the SUPPLIER, the SUPPLIER shall remedy the failure and repeat the ACCEPTANCE TESTS without undue delay and without postponing the DEADLINES. The SUPPLIER shall bear all costs related to its remedial work and eventual acceleration measures in order to keep the DEADLINES and to repeat the ACCEPTANCE TESTS. All and any costs of PW and its CUSTOMER occurring in relation with repeated ACCEPTANCE TESTS shall be borne by the SUPPLIER.

3.13 In case the SUPPLIER refuses to remedy the failure and/or to repeat the ACCEPTANCE TESTS, PW shall be entitled to either remedy the failure by itself or by third parties and/or to conduct the ACCEPTANCE TESTS by itself or by third parties or to terminate the ORDER and claim for compensation. In case PW decides to remedy the failure by itself or by third parties and/or to repeat the ACCEPTANCE TESTS by itself or by third parties, any and all related costs thereto shall be borne by the SUPPLIER.

3.14 If the repeated ACCEPTANCE TESTS fail again, PW may consider such failure as a breach of ORDER and shall be entitled to terminate the ORDER and claim for compensation.

3.15 Any non-acceptance of the GOODS / SERVICES by PW for reasons due to the SUPPLIER shall entitle PW and/or the CUSTOMER to freely use the GOODS / SERVICES provided that PW and/or the CUSTOMER shall comply with the SUPPLIER's operation and safety manuals relating with the GOODS / SERVICES during the said period of use. In such a case this shall not imply i) any transfer of risk and/ liability to PW or ii) any commencement of the guarantee period or iii) the fulfilment of PW's obligations related to the acceptance. The SUPPLIER shall be entitled to reasonably carry out necessary repairs and/or replacements to remedy its failure as well as to reasonably re-perform the related ACCEPTANCE TESTS.

#### **4. Acceptance of Engineering Services**

4.1 Engineering Services (design, drawings, planning, static calculations etc.) and DOCUMENTATION as defined in the ORDER shall be accepted if the Engineering Services and DOCUMENTATION are in compliance with the ORDER and if all related conditions of the ORDER have been fulfilled by the SUPPLIER.

4.2. The acceptance shall be evidenced by a certificate of compliance to be issued by PW.

#### **5. Acceptance of erection services**

5.1 The erection ACCEPTANCE TESTS shall demonstrate compliance of the erection services with the ORDER.



5.1 The erection ACCEPTANCE TESTS shall be performed after completion of the erection services, successful performed cold commissioning / no load tests, delivery of the complete and correct Engineering Services and DOCUMENTATION and fulfilment of all other obligations by the SUPPLIER under the ORDER.

5.3 The erection services shall be accepted by PW after successfully performed erection ACCEPTANCE TESTS.

5.4 The acceptance of the erection services shall be evidenced by a certificate to be issued by PW.

5.5 In particular cases the erection acceptance may be pronounced by PW with restrictions. In such case the SUPPLIER shall remedy defects, failures and/or omissions being the cause of such restrictions in due time and in accordance with a planning agreed between the SUPPLIER and PW.

5.6 A restricted erection acceptance shall not constitute an acceptance of the erection services.

5.7 Only if the erection acceptance has been pronounced by PW, the SUPPLIER shall be allowed to remove his personnel and/or equipments from the erection site.

## **6. Acceptance related to performance of the GOODS / SERVICES**

6.1 The performance ACCEPTANCE TESTS shall demonstrate the compliance of the GOODS / SERVICES with their characteristics, and/or the performance parameters and/or guarantee requirements set forth in the ORDER.

6.2 If not otherwise provided for in the ORDER, the Performance ACCEPTANCE TESTS of the GOODS / SERVICES shall be performed after completion of the erection works, the successful performed cold commissioning / no load tests and successful hot commissioning / load tests.

6.3 The performance ACCEPTANCE TESTS shall demonstrate the compliance of the GOODS / SERVICES with the following characteristics, and/or the performance parameters and/or guarantee requirements, without this list being exhaustive:

- (a) the health and safety regulations
- (a) the output
- (b) the technical properties
- (c) the material properties
- (d) the material and energy consumption
- (e) the efficiency
- (f) the accuracy



- (g) the defects, non-conformities and failures
- (h) the wear and tear
- (i) the surface protection
- (j) the availability
- (k) the operability
- (l) the maintainability
- (m) the environmental impact

6.4 After completion of the erection, successful performed cold commissioning / no load tests and hot commissioning / load tests and after having remedied all defects, failures, omissions appearing during such tests, the SUPPLIER shall request PW to allow the SUPPLIER to proceed with the performance ACCEPTANCE TESTS. PW and the SUPPLIER shall agree upon date and the duration of the performance tests, it being understood that such performance tests may be subject to approval by the CUSTOMER.

6.5 The performance ACCEPTANCE TESTS shall be carried out by the SUPPLIER in the presence of PW and the CUSTOMER at its sole responsibility. The SUPPLIER shall provide a sufficient number of its skilled employees and/or engineers as deemed appropriate for completion as well as for the direction and supervision of such performance tests. All costs related to such performance ACCEPTANCE TESTS shall be borne by the SUPPLIER except the costs of PW and/or CUSTOMER personnel assisting such performance ACCEPTANCE TESTS.

6.6 If so specified in the ORDER and at SUPPLIER's reasonable request, PW and/or its CUSTOMER may agree to dedicate, free of charge, for an appropriate time period a sufficient number of qualified and experienced operators and/or workers for the performance ACCEPTANCE TESTS, such test being performed under SUPPLIER's direction and supervision. PW and/or its CUSTOMER may also reasonably provide at its own costs and during appropriate period of time materials, consumables, supplies and/or services as needed for the execution of the performance ACCEPTANCE TESTS and as agreed between PW and SUPPLIER. All other costs in connection with the test shall be borne by the SUPPLIER.

6.7 The performance ACCEPTANCE TESTS shall be considered as successful, if it has been demonstrated that all performance parameters and guarantees under the ORDER have been met.

## 7. Provisional Acceptance

7.1 PROVISIONAL ACCEPTANCE shall mean acceptance of the GOODS / SERVICES by PW after SUPPLIER has proven by successful ACCEPTANCE TESTS that the GOODS / SERVICES fully comply with the ORDER.



7.2 The PROVISIONAL ACCEPTANCE shall be pronounced provided that:

- (i) the ACCEPTANCE TESTS in accordance with the ORDER have been successfully completed;
- (ii) all defects, faults, failures, omissions on the GOODS / SERVICES have been remedied by the SUPPLIER;
- (iii) all requirements by LAWS have been duly fulfilled;
- (iv) the Engineering Services and/or DOCUMENTATION has been priority delivered to PW;
- (v) the due evidence that the licences and other rights of use, operation etc. as specified in the ORDER have been priority granted to PW;
- (vi) training if so specified in the ORDER has been duly completed by the SUPPLIER;
- (vii) the SITE has been cleaned up and cleared by the SUPPLIER if the ORDER comprises site works;
- (viii) any additional conditions as provided for in the ORDER have been priority met.

7.3 The PROVISIONAL ACCEPTANCE shall be evidenced by a PROVISIONAL ACCEPTANCE Certificate to be signed by PW.

7.4 A conditional PROVISIONAL ACCEPTANCE may also be pronounced by PW in case of minor defects, failures, omissions of the GOODS / SERVICES that do not prevent the efficient, reliable and safe operation and/or use of the GOODS / SERVICES, provided that the SUPPLIER commits itself to remedy these defects within a reasonable time to be agreed upon between PW and the SUPPLIER. Such minor defects, failures, omissions shall be specified in the PROVISIONAL ACCEPTANCE certificate together with the corrective measures to be carried out by the SUPPLIER at its own costs.

## 8. Final Acceptance

8.1 FINAL ACCEPTANCE shall mean that the GOODS / SERVICES fully comply with the ORDER at the date of expiration of the guarantee period.

8.2 the FINAL ACCEPTANCE shall be pronounced provided that:

- (i) the PROVISIONAL ACCEPTANCE has been granted to the SUPPLIER;
- (ii) all defects, failures, omissions have been remedied by the SUPPLIER to the full satisfaction of PW.

8.3 The FINAL ACCEPTANCE shall be evidenced by a FINAL ACCEPTANCE Certificate to be signed by PW.