



## Wallwork HIP

### "Suitability for HIP Processing" – T&Cs 10.1

*Typical and unacceptable sources of contamination that are frequently detected are as follows:*

- Pen or paint marking
- Identifying 'stickers'
- Casting dust, sand and debris remaining on and inside parts
- Cutting fluids, or other oils, etc.
- Machining swarf
- Physical debris
- Sandblasting particles
- Rust

#### *Suitability*

- It is understood that all incoming parts should be in a direct to process condition and are assessed for contamination upon arrival.
- Where any issues are noted, your order will be delayed while we discuss a suitable route forward together.
- In exceptional circumstances and where we have a suitable means of cleaning, we may also need to apply a surcharge for the work to be undertaken.

#### *T&Cs reference*

- 10.1 It is the Customer's responsibility to ensure that the Goods are suitable for Processing, and must be received in a clean condition, free from contamination, foreign objects and inserts that may harm Goods during Processing, process stability and results. Any further work, processing, and preparation undertaken by the Company to make Customer's Goods fit to process will be charged additionally. All Goods sent for HIP processing must arrive in a clean condition, please see Wallwork guide "*Suitability for HIP processing*" as provided by email and available on the Company's website.
- 10.2 It is the Customer's responsibility to ensure that the Goods are suitable for Processing, and the Customer represents and warrants that the Goods will not in any way damage or otherwise render inoperable the Company's equipment, including HIP vessels and associated equipment, furnaces, quench tanks, cleaning equipment, testing equipment, coating machines, induction hardeners, salt baths, nitride and plasma nitride equipment, jigs and fixtures ("**Equipment**").
- 10.3 The Customer acknowledges and accepts that various Processes carry risks to the Goods including, but not limited to, cracking, distortion, arcing, cleanliness of received parts, contamination from previous processing, failure to respond, failure to bond and segregation, final fit-up and tolerance, improper powder mixing, incorrect final composition, can weld integrity, manufacturing history, surface finish, size and sections, for which the Company has no control and the Customer accepts full responsibility, and the Customer enters into the Contract on such basis.
- 10.4 If prior to or at any time during Processing the Company forms the opinion in its absolute discretion that the Goods are unsuitable for Processing or for the continuation of Processing (as



the case may be), the Company shall be entitled to discontinue Processing forthwith and will notify the Customer as soon as reasonably practicable. The Company will invoice the Customer for costs incurred and Processing actually carried out and clause 3 shall apply to payment as if the Processing had been completed. Unless otherwise agreed in writing by the Company, the Customer shall collect the Goods at its own risk and expense from the Premises. Collection of the Goods shall take place within ten (10) Working Days of receipt of notification from the Company that the Goods are unsuitable for Processing, in the absence of which the Company may at its election apply the provisions of clause 7.6 as if they referred to the Goods.

- 10.5 The Customer shall defend, indemnify and hold the Company harmless from and against any loss, liability, cost, demand, claim, action, damage, or injury caused to the Company's Equipment, Premises and employees as a result of the Customer's failure to comply with clause 10.1.

## 11 Duties and Responsibility

- 11.1 The Company will carry out the Processing with reasonable skill and care. The employees or representatives of the Company are not authorised to make representations as to the quality or fitness for Processing of any Goods. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to place an order for Processing, the Customer must ensure that such details are confirmed in writing by a director (or a duly authorised officer or employee) of the Company prior to placing such Order so as to form part of the Contract, otherwise no liability can be accepted in respect of any representation or opinion expressed.
- 11.2 HIP Processing will be provided on a basis of time, temperature and pressure as specified by the customer or, failing such specification, determined by the Company ("**HIP Parameters**"), and the Customer acknowledges and agrees that it will be accepted as correct Processing in accordance with the Contract providing the HIP Parameters are maintained. In such circumstances, the Company shall not be liable for any claim in connection with compliance with, or suitability of, HIP Parameters.
- 11.3 Notwithstanding the HIP Parameters, HIP Processing will contain a pre-pressurisation run as part of the specification, i.e. it will be added to any specification issued by the Customer for processing unless identified by the Customer before Processing starts and acknowledged by the Company.
- 11.4 The Company shall (subject to the provisions of clause 13.3) be under no liability:
- 11.4.1 in respect of any existing defect in the Goods;
  - 11.4.2 in respect of any defect in the Processed Goods arising from any information, drawing, design or specification supplied by or on behalf of the Customer;
  - 11.4.3 in respect of any defect in the Processed Goods arising from fair wear and tear, wilful damage negligence (otherwise than by the Company's employees), abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing) or



any use which was not in the reasonable contemplation of the Company at the time of Processing;

11.4.4 in respect of any defects, deficiencies, non-conformities and damage which are due to late, incorrect, incomplete or inaccurate Information or unsuited treatments prescribed by the Customer in the Order;

11.4.5 in respect of any stains or other faults that were not visible prior to Processing; and

11.4.6 the Customer shall be deemed to have accepted the Processed Goods and it shall be conclusively agreed that the Processed Goods are in accordance with the Contract unless:

- a) within seven (7) days after receipt of the Processed Goods, and prior to their use or resale, the Customer serves upon the Company a written notice specifying any defect in the quality or state of the Processed Goods or other respect in which the Processed Goods are not in accordance with the Contract, which would be apparent upon careful inspection or by such testing as it is reasonable in all the circumstances for the Customer to undertake, or stating why the Processed Goods are not otherwise in accordance with the Contract, and thereafter provides to the Company a reasonable opportunity to inspect and test the Processed Goods before they have been used or resold; or
- b) if a defect in the quality or state of the Processed Goods or other respect in which the Processed Goods are not in accordance with the Contract would not be apparent upon careful inspection or reasonable testing, the Customer serves upon the Company written notice of such defect or respect immediately upon its discovery, specifying the matters complained of and affording the Company a reasonable opportunity of inspecting and testing the Processed Goods before any making good or replacement is undertaken. The Customer shall not be excused from providing such opportunity by reason of the incorporation of the Processed Goods into other goods, or in the property of a third party, or the location of the Processed Goods in, upon or under the premises or land of a third party.

11.5 No warranty is given by the Company that the Goods will retain their chemical, physical and other properties following Processing.

11.6 After the Processing the Company will normally test a small percentage of Processed Goods for conformity with any Customer specification. Where the Contract provides for testing or inspection of the Processed Goods by or on behalf of the Customer before delivery (which will be stated in the Quotation or Acknowledgment if applicable), whether at the Premises or elsewhere, then upon the Company giving written notice of the availability of the Processed Goods for inspection/testing the Customer shall inspect and/or test the Processed Goods within seven (7) days of such notice. If the Customer does not inspect or test the Processed Goods within the time specified, or if within seven (7) days of such testing or inspection the Customer does not notify the Company in writing that the Processed Goods are not in accordance with the Contract, specifying the matters complained of, then the Customer shall conclusively be deemed



to have accepted the Processed Goods as being in accordance with the Contract and shall not thereafter be entitled to reject the Processed Goods on the grounds of anything which such testing or inspection has revealed or would have been apparent upon careful inspection or testing.

11.7 In the event that the Customer serves written notice on the Company pursuant to clause 11.4.6a) or b) above, the Customer shall afford to the Company reasonable opportunity to inspect the Processed Goods which are the subject of the written notice and, if so requested by the Company, the Customer will return such Processed Goods to the Premises at the Customer's expense to enable the Company to carry out such inspection.

11.8 The sole and exclusive remedy of the Customer against the Company in respect of Processed Goods' failure to meet any specification provided, whether in tort (including for negligence and breach of statutory duty), contract misrepresentation and otherwise, shall be, at the Company's option:

11.8.1 for the Company to repeat the Processing, re-work components or any part of it; or

11.8.2 upon the supply of additional Goods (and if applicable, additional samples) at the sole cost of the Customer, the re-performance of the defective portion of the Processes (for the avoidance of doubt, the additional Goods and/or samples shall be the same as those Goods upon which the Processes were initially performed); or

11.8.3 at the Company's option, a refund or credit to the Customer in the amount of the price paid for the defective portion of the Processes plus (if applicable) the cost of returning the defective Processed Goods for inspection.

The terms of this Contract shall be deemed to apply to any re-worked or replacement performance pursuant to this clause.

11.9 If the Company's performance of any of its obligations under the Contract is prevented, hindered or delayed by any acts or omissions by the Customer or failure by the Customer to perform any relevant obligations ("**Customer Default**"):

11.9.1 without limiting or affecting any other right or remedy available to the Company, the Company shall have the right to suspend performance of any services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from performance of any of its obligations in each case to the extent the Customer Default prevents or delays its performance of the same;

11.9.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 11.9; and



11.9.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

## **12 Intellectual Property Rights**

We recognise that with good communication and clarity on this matter, we will continue to remain able to support you with the superior customer service, lead-times and quality that have become associated with working with us