



Terms of Trade

We trade under the commercial laws of New Zealand.

Unless specifically varied in our quotation the following specific terms and conditions will apply:-

- **Acceptance**:- Quotations are open for acceptance for thirty days and then subject to confirmation.
- **Publicity material**:- Dimensions in any leaflets, catalogues and sketches supplied with quote should be taken as indicative only until verification during order and confirmation process.
- **Payment**:- Terms are payment by 20th of the month following invoice unless specifically varied in the quotation or specifically agreed otherwise in writing.
- **Delivery times**:- Quoted delivery times are subject to verification on receipt of order and full details of client defined options.
- **Storage**:- Storage at commercial rates will be arranged and charged for goods which cannot be accepted for delivery by the client within seven days of being ready and due for despatch.
- **Risk in Transit**:- Goods which were offered for sale on a delivered to door basis will be delivered at IPSCO cost and risk. Goods which were offered for sale on an ex works basis will be delivered on client's request at client's cost and risk. Transit insurance if quoted for ex works sales will be provided if insurance quotation is specifically accepted at time of order. Liability for loss will revert to client on "to door" sales and insured "ex works" sales if notification of apparent damage to packaging in transit is not made within 24 hours of delivery, followed up with notification of apparent damage to unpacked goods within another 7 days, and access provided for assessors inspection.
- **Security**:- The client grants to IPSCO a security interest in the goods as security for all amounts owing by the client to IPSCO in respect of the goods. The client will provide IPSCO with such information it needs to register the security interest.
- **Order cancellation**:- We reserve our right to full compensation for losses and costs associated with any cancelled order.
- **Force Majeure**:- Should we be prevented from completing any order through reasons outside our control we will not accept liability for loss
- **Warranty**:-
 - 1.) We guarantee our equipment against faulty materials and workmanship, and that it will be capable of doing all that we said in writing that it could.
 - 2.) Warranty period is for 12 months from day of delivery, or from commencement of operation providing that if it has not been idle for more than 3 months.
 - 3.) Warranty is void if the equipment has been idle for more than 3 months and our engineers have not been engaged to inspect and approve it prior to start-up.
 - 4.) Our liability is limited to specific defects in our equipment. We will not be liable in any way for any consequential loss or damage directly or indirectly suffered by client or any other person.
 - 5.) Client is responsible to check the quality of delivered equipment before its incorporation into any other works. If the quality is not to specification or if there is reason to believe that its use will give rise to trouble then the equipment should not be put into use without permission from IPSCO.
 - 6.) In the event that rectification work is necessary at site, or that equipment must be removed from site for repair, client is responsible to provide and pay for reasonable workmanlike and safe access to maintain or to remove the equipment. IPSCO will not accept responsibility or costs to achieve access for repair and maintenance or means of removal which should reasonably have been incorporated into the original installation.

For IPSCO Ltd