



PROJECT TERMS AND CONDITIONS

Purpose

This document defines the additional terms and conditions which apply to the supply of pipe for projects. *Projects* are defined as the supply of products designed or engineered for a specific site or outcome. A project quote is marked “*Project Quote*” and is issued and accepted with these additional terms and conditions.

Definitions

Client

The customer who issues the Purchase order for a project, which may not be the end customer for whom they are in turn conducting work.

Delay

Any delays to the manufacture, shipping, or installation of product due to the Client

Deposit

A sum of money which may be required in advance to secure manufacturing scheduling and/or component materials.

Installation

The act of locating the product in its correct location and in some cases completing its assembly.

Modification

A change to the standard terms and conditions offered by INFRAPIPE.

Offsite Invoice

An invoice for product not yet delivered to site for which work has been completed to a certain level.

Onsite work

Work conducted at the site where the Product will be installed.

Product

The products being purchased by the client.

Project Quote

A quote issued by INFRAPIPE for project, which rests on the information supplied by the Client for the project.



Retention

The withholding of funds after the completion of the installation

Site

The location of the Product once installed.

Variation

A change to the requirement for the Product

Documents supplied

INFRAPIPE will confirm the documents upon which the Project Quote is based at the time of issuing the quote and again upon its acceptance. It is the responsibility of the Client to inform INFRAPIPE of changes to these documents and in particular any changes which could affect the Product.

Final details

INFRAPIPE will accept a Purchase Order and schedule the manufacturing of the Client's product without some final details provided that:

- These are agreed at the time of the Purchase Order being accepted and that.
- These will not incur a significant design cost, (2 hours in total) and that.
- The client recognizes that a delay in providing these details beyond the date agreed constitutes a Delay in the terms of this agreement and that.
- No change in costs is anticipated. Any change in costs will be treated as a Variation.

Delays

A Delay occurs when manufacturing has been scheduled for the product, or later, and INFRAPIPE must delay some or all of its actions.

INFRAPIPE offers a price optimised for the Client on the basis of manufacturing and logistical efficiency, but INFRAPIPE also recognizes that civil projects are by their nature prone to delays. Unless modified or further detailed as part of the quote INFRAPIPE therefore reserves the right to recover costs as follows in the following instances (which can be combined):

Product not manufactured can incur an additional manufacturing cost if penal rates and other extra costs are required to operate the plant to provide the product at a later date and they would not have been at the time booked.



Product partly manufactured will be “Offsite” Invoiced to the value of completion at the end of the month in which it would have been delivered. Work will be suspended but

Product manufactured will be “Offsite” Invoiced to the value of completion at the end of the month in which it would have been delivered.

Onsite work delayed can incur an additional cost if penal rates are required to provide the service at a later date and they would not have been at the original time.

Offsite invoicing and storage

In the event of a Delay INFRAPIPE will provide the Client an invoice for product wholly or partly manufactured as described above under “Delays”. This Offsite Invoice will refer to the product and its % completion and will be accompanied by photographs if required.

Should a product which has been Offsite Invoiced require storage at INFRAPIPE for more than one calendar month then storage fees may be charged at the square metre rate for the storage in use plus any additional logistics costs.

Design Change

In the event of a design change which modifies the product required there will be the direct cost of the design change plus the cost of the outcome as a Variation. The cost of the design change will be charged at the relevant hourly rates of the staff involved which are at Schedule 1.

Other Variations

In the event of a Variation to the order the following rules shall apply:

Positive Variations (new or increased products) are costed at the same rate and with the same margins as the original project.

Negative Variations (deleted or reduced products) are subtracted from the total at the original costing rate.

INFRAPIPE offers a solution which maximises efficiency in manufacturing and logistics and minimizes cost for the client. Negative Variations can have two impacts on this efficiency:

Specific efficiency: A particular combination of design (such as nested pipes or the alternation of complementary products for manufacture) allows an efficiency which has reduced the price to the client. Should this be reduced by a Variation then INFRAPIPE will recover the full cost of the lost efficiency as a Variation.



Overall efficiency: The costing of a project reflects efficiencies due to its overall scale. In the event that a project value is reduced by Negative Variations by more than 10%, INFRAPIPE reserves the right to charge a Variation fee not exceeding 15% of the reduction in the project value. The revised project value is calculated including Positive Variations but excluding design costs and any charges for specific efficiency.

Tolerance, chainage and lengths

Due to the thermal characteristics of Polyethylene, pipe lengths are +/- 50mm, bend angles are +/- 3 degree, wall thickness for solid pipe is +/- 3mm, ID can vary +/- 10mm for Solid Wall. All Pipe lengths are effective lengths (unless otherwise stated), as these can vary as above, if supplying multiple pipe lengths INFRAPIPE will adjust the final length(s) to the correct chainage, so tolerances do not accumulate. Any other lengths will be modified as required to ensure that fittings or features such as bends, laterals and manholes remain in the correct position.

Consequential costs

The warranty from INFRAPIPE does not extend to consequential costs. In the unlikely event of product damage or failure, INFRAPIPE will attempt to repair on site at its cost. Should repair not be possible, INFRAPIPE will replace the failed component or item at its cost and remove the failed component or item.

In either event of repair or replacement, the client may be needed to provide staff and equipment as required to effect the repair, extraction or replacement of the damaged or failed and those resources to be controlled as explained below in Authority during Installation. Any variations to replacements will be charged as per positive Variations.

Retentions

For the avoidance of doubt, INFRAPIPE is not a service provider under the Construction Contracts Act (CCA). INFRAPIPE provides a product whose safe and effective use requires some modification once on site, but INFRAPIPE does not work on the site itself. Therefore, retentions are not permitted.

Deposits

Should the quote include a requirement for a Deposit then the quote is not deemed to be accepted and the order confirmed by INFRAPIPE until the deposit is received.

Deposits will be cleared against the final payments due and cannot be subtracted from payment pro-rata or in any other way.



Deposits may be required in order to secure raw materials, site staff, freight, third party services, changes to production equipment, hire equipment or production time.

Damage prior to installation

In the event of damage prior to installation, INFRAPIPE will charge for the work necessary to restore the product to its original condition. This may include onsite work or the return of some or all of the product to the factory (and freight and associated costs) to the extent necessary to restore the product to its original condition.

Site visit requirements

Where a quote includes site visit for either Installation or Onsite Work this includes a reasonable element of time for site induction and familiarization for one engineer and two fabricators.

Site visit scheduling

Site visits will normally be scheduled one week prior but recognizing that INFRAPIPE has a limited pool of onsite resource and will apply a first-come first-served approach.

Site visit costs and delays

Where a quote includes site visit time for either Installation or Onsite Work, in the event of a delay caused by the client and after the product has been delivered, INFRAPIPE reserves the right to charge for the additional time and travel expenses incurred as per Schedule 2. The weather is only an attributable cause to the client if the client has not followed best practice in anticipating and mitigating the effects of the weather.

Scope

Unless otherwise stated in the quote, INFRAPIPE's scope does not extend beyond the bare end of each pipe supplied or the bare end of each fitting or other component of the tank or structure.

INFRAPIPE equipment

Equipment such as (but not limited to) EF welding equipment, chains, braces or test equipment which is placed in the care of the client at any time during the project remains the property of INFRAPIPE.

The client is responsible for its return in the same condition as it was received by the client and in the event of loss or damage the client is liable to INFRAPIPE for the entire cost of the loss including but not limited to full replacement, any interim



or remedial costs, lost revenue, and administrative costs to resolve the issue. In accepting the equipment the client is confirming to INFRAPIPE that they accept this liability and have sufficient insurance.

If a rental charge is included in the quote a delay in the return of the equipment will automatically authorise a Variation equal in value to the rental cost of the item for the length of the delay.

Unless otherwise specified, the client is responsible for the costs of the safe carriage of the equipment to and from INFRAPIPE's location in East Tamaki.

Authority during installation

INFRAPIPE staff must have the authority to direct the movement of any products to be installed. This authority is to be exercised by INFRAPIPE staff instructing the Client staff where, when, and how to place the Product.

The responsibility for achieving this rests at all times with Client staff in controlling their equipment, staff, conditions on the site and any other resources deemed necessary. Responsibility for safe work rests with the Client staff except during "Onsite work".

Deviation from Installation plan or laying plan

If a tank or pipeline is provided with an installation plan (Tank) or laying plan (pipeline), this must be followed by the customer. These plans will dictate in what order and alignment individual components are laid and joined. and Any deviations from this must be authorized by Infrapipe in advance. Infrapipe is not responsible for any costs or delays caused by a failure to follow an installation plan or laying plan.

Quality Assurance paperwork

Clients may at their request view QA paperwork for their project at INFRAPIPE's factory however records beyond those required to satisfy the requirements of the relevant consenting authorities are INFRAPIPE's proprietary information and are not included in the supplied documentation.

Title, dispute and partial payment

Title with the goods rests with INFRAPIPE until payment in full is complete. In the event of incomplete supply or damaged product, client must pay in full for all products correctly supplied and may only delay payment for invoice components for which they have submitted an RMA form.



Exclusions

INFRAPIPE expressly excludes responsibility for the supply, accuracy, specification, payment or any other liability for the following specific instances and more generally any product or service not specified in the quote.

- Site surveying
- Geotechnical, hydrological, hydraulic, structural, civil or any other form of engineering

Applicability

These terms and conditions apply to any quote which is a project quote unless modified thus:

For Modifications agreed prior to the acceptance of the quote, these will be recorded on the quote as “initial project modifications.”

For Modifications agreed after the acceptance of the quote, they will be confirmed in writing by INFRAPIPE as “subsequent project modifications.”

The standard terms and conditions continue to apply except should there be any point where the two sets of terms and conditions conflict with each other, in which case the terms and conditions in this document shall prevail.

References

In accepting a quote and these terms and conditions, the Client also agrees to abide by the following:

- [Read Infrapipe Terms and Conditions](#)
- [Read Pipe Handling & Installation Guide](#)
- [Fabricated Structures Installation Guide](#)
- [Infrapipe – How to maintain your warranty](#)
- [Infrapipe Delivery Policy](#)



Schedule 1 Design Change Costs

Design Engineer \$190 per hour charged in quarter-hour increments.

Schedule 2 Onsite Installation or Onsite work costs

Design Engineer \$190 per hour charged in two-hour blocks.
Fabricator \$130 per hour including welding equipment and consumables.
Travel \$1 per km or airfares and taxis at cost.
Overnight allowance \$250 per hour.

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