

## Purchase Order Terms and Conditions

### API 594 9th Edition Specifications

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#### 1. Scope and Applicability

These terms and conditions govern the purchase of dual-plate, wafer-type, or other check valves conforming to API 594 9th Edition specifications. By accepting this Purchase Order (PO), the Seller agrees to supply all goods and services in compliance with the requirements outlined herein, including applicable quality assurance and technical specifications.

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#### 2. Compliance with API 594 9th Edition

- a. All valves must comply fully with the design, material, testing, and certification requirements outlined in API 594 9th Edition.
  - b. The Seller must provide API 594 compliance certificates for all supplied valves and components.
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#### 3. Quality Assurance

- a. Quality Program: The Seller must establish and maintain a Quality Assurance Program aligned with ISO 9001 or equivalent standards to ensure consistent compliance with API 594.
  - b. Documentation: The Seller shall provide:
    - Certificates of compliance to API 594.
    - Test and inspection records.
    - Material traceability records for pressure-retaining and critical components.
  - c. Calibration: All test and inspection equipment must be calibrated and certified. Records of calibration must be maintained and provided upon request.
  - d. Supplier Control: The Seller shall ensure that any subcontractors used for material, machining, or assembly meet the quality requirements of API 594 and this PO.
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#### 4. Technical Specifications

- a. Valve Design and Dimensions:
  - Valves must conform to the type specified in the PO (e.g., dual-plate, swing type, or wafer-type check valves).
  - Dimensions and pressure classes must comply with ASME B16.34 and API 594 standards.
- b. Materials:
  - All materials must meet the requirements outlined in API 594 and the additional specifications provided in the PO.

- Materials must be traceable to mill certificates, with full chemical and mechanical property data.
  - c. Markings:
    - Each valve must include markings per API 594, such as size, pressure rating, material designation, manufacturer's name, and serial numbers.
  - d. Special Features:
    - Any additional requirements, such as high-temperature materials, corrosion-resistant coatings, or low-leakage designs, must be explicitly detailed in the PO and incorporated into the valve design.
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## 5. Inspection and Testing

### a. Inspection Rights:

- The Buyer or its representative reserves the right to inspect and witness all testing activities at the Seller's facility.
- The Seller must provide at least 10 business days' notice before any scheduled inspections or tests.

### b. Testing Requirements:

- Valves must undergo the following tests as per API 594:
  - Shell pressure test.
  - Seat leakage test (if applicable).
  - Functional tests to confirm proper valve operation.
- Test pressures, mediums, and durations must comply with API 594 requirements and the PO's specific instructions.

### c. Documentation of Testing:

- Test reports must include details of the test method, pressure levels, duration, and results. Reports must be signed by an authorized quality representative.

### d. Non-Conformance:

- Any non-conforming goods must be reported to the Buyer immediately. The Seller is responsible for correcting or replacing non-conforming items at no cost to the Buyer, including re-testing if necessary.
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## 6. Delivery and Packaging

### a. Delivery:

- Goods must be delivered by the dates specified in the PO. Late deliveries may result in penalties as outlined in the PO.

- Valves must be clean, free of contaminants, and preserved to prevent corrosion during transit and storage.
    - b. Packaging:
  - Packaging must ensure protection against mechanical damage and environmental factors during transit.
  - Each package must include:
    - Clear labeling of valve type, size, and serial numbers.
    - Copies of all required documentation.
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## 7. Documentation Requirements

The Seller must provide the following documents with each shipment:

- API 594 compliance certificate.
  - Material test certificates (MTCs) for all pressure-retaining components.
  - Test and inspection reports as specified in Clause 5.
  - Installation, operation, and maintenance manuals (IOMs).
  - Any additional documentation specified in the PO.
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## 8. Warranty

The Seller warrants that all goods supplied are free from defects in design, materials, and workmanship and conform fully to API 594 9th Edition and the Buyer's specifications. The warranty period shall be 18 months from the date of delivery or 12 months from commissioning, whichever is earlier.

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## 9. Indemnity and Liability

The Seller shall indemnify and hold harmless the Buyer against all losses, claims, or damages arising from non-conformance with API 594 9th Edition, including defective design, materials, or workmanship.

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## 10. Pricing and Payment

- a. The price specified in the PO is fixed and includes all taxes, duties, and charges unless otherwise agreed in writing.
  - b. Payment terms are as stated in the PO and are subject to the Buyer's approval of goods and documentation.
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### **11. Force Majeure**

Neither party shall be liable for delays or non-performance caused by circumstances beyond their reasonable control, such as natural disasters, acts of war, or government actions.

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### **12. Governing Law and Dispute Resolution**

- a. This PO shall be governed by the laws of [Jurisdiction].
  - b. Disputes shall first be resolved amicably. If unresolved, arbitration under [Arbitration Rules] shall take place in [Location].
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### **13. Termination**

- a. The Buyer reserves the right to terminate the PO if the Seller fails to meet any of the specified terms, including API 594 compliance.
  - b. Termination for convenience may occur with mutual agreement, with equitable compensation for completed work.
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### **14. Confidentiality**

The Seller shall treat all technical and commercial information provided by the Buyer as confidential and shall not disclose it to third parties without written consent.

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### **Acknowledgment**

By accepting this Purchase Order, the Seller agrees to adhere to these terms and conditions, including full compliance with API 594 9th Edition, quality assurance standards, and technical specifications.