

Purchase Order Terms and Conditions

API 598 11th Edition Specifications

1. Scope and Applicability

These terms and conditions govern the purchase of valves and related equipment subjected to inspection and testing standards outlined in **API 598 11th Edition**. By accepting this Purchase Order (PO), the Seller agrees to supply products and services in strict compliance with the specified requirements, including quality assurance, technical specifications, and testing criteria.

2. Compliance with API 598 11th Edition

- a. All valves and components must comply fully with the inspection and testing requirements specified in API 598 11th Edition.
 - b. The Seller must provide a certificate of compliance confirming adherence to API 598 testing and inspection standards for each valve supplied.
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3. Quality Assurance

a. Quality Management System (QMS):

- The Seller must maintain a QMS certified to ISO 9001 or equivalent to ensure consistent adherence to API 598 standards.

b. Documentation:

- The Seller must supply:
 - Certificates of compliance to API 598.
 - Material test certificates (MTCs) for pressure-retaining components.
 - Test and inspection records, including detailed results of API 598 required tests.

c. Traceability:

- All materials and components must be traceable to their origins, with full documentation available for review upon request.

d. Inspection Readiness:

- The Seller shall facilitate audits or inspections of their facilities by the Buyer or their representatives to verify compliance.

e. Non-Conformance:

- Any non-conformance must be reported to the Buyer, with corrective actions implemented and documented.
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4. Technical Specifications

a. Testing Standards:

- Valves must undergo the required pressure and leakage tests outlined in API 598, including:
 - Shell pressure test.
 - Seat leakage test.
 - Backseat test (if applicable).
- Test parameters such as pressure levels, durations, and mediums must conform to API 598 standards.

b. Material Requirements:

- All materials used in valves must meet API 598 specifications and comply with the specific standards referenced in the PO.

c. Valve Marking:

- Each valve must be marked in compliance with API 598, including clear indications of size, pressure class, material type, and manufacturer identification.

d. Special Features:

- Any special requirements such as low-emission packing, corrosion-resistant coatings, or fire-safe features must be explicitly noted in the PO and incorporated into the design.
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5. Inspection and Testing

a. Inspection Rights:

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

b. Testing Documentation:

- The Seller must supply detailed test reports for all valves, including:
 - Test procedures.
 - Results of each test.
 - Compliance certification to API 598 requirements.

c. Non-Conforming Items:

- Any valve that fails inspection or testing must be repaired or replaced at the Seller's expense, including re-testing if required.
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6. Delivery and Packaging

a. Delivery Requirements:

- Valves must be delivered to the Buyer's specified location by the agreed-upon date. Late deliveries may result in penalties as specified in the PO.

b. Packaging Standards:

- Valves must be securely packaged to prevent damage during transit and storage. Packaging must also include protection against corrosion and contamination.
- Each package must be labeled with valve specifications such as size, pressure class, material, and serial numbers.

c. Accompanying Documentation:

- Each shipment must include:
 - Certificates of compliance to API 598.
 - Test and inspection reports.
 - Material test certificates (MTCs).
 - Installation, operation, and maintenance manuals (IOMs).
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7. Warranty

The Seller warrants that all valves and components are free from defects in materials, design, and workmanship and fully comply with API 598 11th Edition and PO specifications.

- Warranty Period: 18 months from the date of delivery or 12 months from commissioning, whichever is earlier.
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8. Indemnity and Liability

The Seller shall indemnify and hold harmless the Buyer against any claims, damages, or losses resulting from non-compliance with API 598 standards or the terms of this PO, including defective materials, workmanship, or design.

9. Pricing and Payment

- a. The price specified in the PO is fixed and includes all applicable taxes, duties, and fees unless otherwise agreed in writing.
 - b. Payment terms are as stated in the PO and are subject to approval of goods and documentation by the Buyer.
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10. Force Majeure

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

11. 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] will take place in [Location].
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12. Termination

- a. The Buyer reserves the right to terminate the PO if the Seller fails to meet any specified terms, including compliance with API 598.
 - b. Termination for convenience may occur with mutual agreement, with equitable compensation for completed work.
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13. Confidentiality

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

Acknowledgment

By accepting this Purchase Order, the Seller agrees to adhere to these terms and conditions, including full compliance with **API 598 11th Edition**, applicable quality assurance standards, and technical specifications.